CLERK OF THE CIRCUIT COURT

ALLEGANY COUNTY

STATE OF MARYLAND

LAND RECORDS

CHATTEL AND MORTGAGE

HALL OF RECORDS COMMISSION

STATE OF MARYLAND

STATE OF MARYLAND

HALL OF RECORDS

MORRIS L. RADOFF

ANNAPOLIS

I hereby certify that the Land Records microfilmed herein, contained on this roll of film, are the actual records of the Clerk of the Circuit Court for this County, State of Maryland.

These records are being microfilmed pursuant to Chapter 504, Acts of 1949, which requires the Clerks to file with the Land Office microfilmed copies of the Land Records in lieu of the abstracts which were previously required.

These microfilms are being produced by the Hall of Records Commission.

Olerk of Circuit Court

for Illegang County

Date Januarher 10, 1852.

Tidely indebted unto the Parties of the Second Part in the full and just sum of Nine Hundred (\$900.00) Dollars, and which said sum shall bear interest at the rate of six per cent (6%) per annum; and the said principal sum and interest shall be repaid in equal monthly installments of Twenty-five (\$25.00) Dollars each, out of which said monthly payments first shall be computed and deducted the interest on the unpaid principal balance and the balance of said payment to be applied to the reduction of said principal sum, the first of which monthly installments shall become due and payable one month from the date hereof and monthly thereafter on the same day of each succeeding month until fully paid; with the right reserved unto the Party of the First Part to prepay any or all of said principal sum and interest at any time prior to its maturity.

Mow Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Clara Elizabeth Hutton

does give, grant, bargain and sell, convey, release and confirm unto the said Harry R. Leasure and Rachel L. Leasure, his wife, their

heirs and assigns, the following property, to-wit:

ALL that part of that lot or parcel of land in the Village of Gilpintown, Allegany County, Maryland, and more particularly described as follows, to-wit:

BEGINNING at a stake at the end of 259.7 feet on a line drawn parallel with the edge of the pavement of the Baltimore Pike, North 71 degrees 15 minutes west from an iron pin in the place of a stone, the beginning of the original lot; thence with said Pike, North 71 degrees 15 minutes west 94.0 feet to a point at the junction with the County Road; thence with the road, North 47 degrees 15 minutes East 174.1 feet to a point in the road at the end of the third line of lot sold to Gibson, and with the Fourth line of said lot, South 14 degrees 25 minutes west 153.0 feet to the beginning.

USER 309 RIGE 2

Cogether with the buildings an	d improvements thereon, and the rights, roads, ways
waters, privileges and appurtenances ther	reunto belonging or in anywise appertaining.
	ara Elizabeth Hutton, her
The state of the s	
heirs, executor	s, administrators or assigns, do and shall pay to the said
Harry R. Leasure and Rachel]	. Leasure, his wife, their
executors , administrators or assigns, the	aforesaid sum of
Nine Hundred (\$900.00) Doll	
ogether with the interest thereon, as and	when the same shall become due and payable, and in
he meantime do and shall perform all th	
performed, then this mortgage shall be voi	Der Schart State Control of the Cont
and it is agreed that until de	fault be made in the premises, the said.
Clara Elizabeth Hutton	
may b	ald and name the elements when the
	old and possess the aforesaid property, upon paying in
	public liens levied on said property, all which taxes,
nortgage debt and interest thereon, the sai	d Clara Elizabeth Hutton
	AL .
nereby covenants to pay when legally dem	andable.
But in case of default being made in po	ayment of the mortgage debt aforesaid, or of the in-
erest thereon, in whole or in part, or in an	ny agreement, covenant or condition of this mortgage,
nen the entire mortgage debt intended to	be hereby secured shall at once become due and payable,
nd these presents are hereby declared to	be made in trust, and the said
sarry R. Leasure and machel I	. Leasure, his wife, their
eirs, executors, administrators and assigna	
or assigns; which sale shall be made in m lays' notice of the tires, place, manner and attack, attaryland, which said sale shall be from such sale to apply first to the payment axes levied, and a commission of eight per	terms of sale in some newspaper published in Generat public auction for cash, and the proceeds arising nt of all expenses incident to such sale, including all cent to the party selling or making said sale; secondly.
o the payment of all moneys owing under	this mortgage, whether the same shall have been then
natured or not; and as to the balance, to p	ay it over to the said
Clara Elizabeth Hutton, her	heirs or assigns, and
	power but no sale, one-half of the above commission
hall be allowed and paid by the mortgagor	
	Topicostituition, ment of minights.
End the said Clara Elizab	eth Hutton
	further covenants to
naure forthwith, and nending the evictores	of this mortgage, to keep insured by some insurance
company or companies acceptable to the m	
ssigns, the improvements on the hereby m	ortgaged land to the amount of at least
Nine mundred (\$900.00)	Dollara
nd to cause the policy or policies issued t	herefor to be so framed or endorsed, as in case of fires,
o inure to the benefit of the mortgagees,	
~ [] [[] [] [] [] [] [] [] []	
	lien or claim hereunder, and to place such policy or
	gagees, or the mortgageesmay effect said insurance
nd collect the premiums thereon with inte	rest as part of the mortgage debt
Witness, the hand and seal of said	mortgagora
Attest:	
80.	10 FB 11
Clarke Kiel	Clara Bligabeth Hutton

by deed dated October 23, 1945, and recorded among the Land Records of Allegeny County, Maryland, in Liber 205, folio 629.

Subject, however, to the terms and conditions of a certain deed of easement from Edward A. Cosgrove, et al., to the Mayor and City Council of Cumberland, Maryland, dated August 31, 1948, and recorded in Liber No. 224, folio 216, one of the Land Records of Allegany County.

TOGETHER with the building and improvements thereon, and the rights, roads, ways, waters, privileges and apputenences thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described property unto the said party of the second part, its successors and assigns, in fee simple forever.

provided, that if the said parties of the first part, their heirs, executors, administrators, or assigns, do and shall pay to the said The Liberty Trust Company of Cumberland, Maryland, its successors or assigns, the aforesaid sum of Sixty-two Hundred and Fifty Dollars (\$6250.00), together with the interest thereon when and as the same becomes due and payable, according to the tenor of the promissory note aforesaid, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying, in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured; all which taxes, mortgage debt and interest thereon the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company of Cumberland, Maryland, its successors and assigns, or George R. Hughes, its, his, or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her, or their heirs or assigns; which sale shall be made in manner following,

place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale and all premiums of insurance paid by the mortgagee including taxes, and a commission of eight (8%) per cent to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all monays owing under this mortgage, whether the same shall have been matured or not and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns.

AND the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, to the amount of at least Sixty-two Hundred and Fifty Dollars (\$6250.00), and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hands and seels of said mortgagors.

WITNESS:

EDWARD A. COSCROVE (SEAL)

Thomas L Keed

KATHERINE C. COSCROVE (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this & day of December,

1954, before me, the subscriber, a Notery Public of the State

of Maryland, in and for said County, personally appeared Edward

A. Cosgrove and Katherine C. Cosgrove, his wife, and they acknowledged the foregoing mortgage to be their act and deed; and

at the same time, before me, also personally appeared CHARLES

A. PIPER, President of The Liberty Trust Company of Cumberland,

Maryland, surviving Substituted Trustee of the Estate of William

P. Bradley, the within named mortgages, and made oath in due

form of law that the consideration in said mortgage is true and

bons fide as therein set forth; and the said Charles A. Piper

did further make oath that he is the President and agent or

attorney for said corporation and duly authorized by it to make

this affidavit.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my Noterial Seal the day and year above written.

Solar Solar

Begasiebers MORANY PUBLIC

Hellen L'Also Letylly

FILED AND RECOMMED DECEMBER 9" 1954 at 9:40 A.M.

BILL OF SALE

In consideration of the sum of \$2,000.00 paid to the undersigned by Betty J. Owens and Florence W. Weires, both of Allegany County, Maryland, I do hereby bargain and sell unto the said Betty J. Owens and Florence W. Weires, the following property, located at Md. 325 Virginia Avenue, Comberland, Maryland, and listed as follows:-



1 Coca Cola cooler, 1 electric broiler, 2 glass cases, 1 complete steam table, 4 burner grill, electric stove, pie case, 2 doughnut jars, 4 sugar bowls, cream pitchers, 5 salt and pepper shakers, 15 creamers, 3 sugar dispensers, 24 soup bowls, 40 small bowls, 16 pie plates, 25 meat plates, 21 dinner plates, 1 steam hood, a 10 foot counter and 5 stools, 8 glasses, 22 coffee cups, 1 radio, 3 double booths, 2 tables, 4 chairs, 1 water dispenser, 2 French friers, 5 mixing bowls, 1 roast pan, 3 aluminum trays, 5 skillets, 15 pots, 2 strainers, 1 gas range, 1 refrigerator, 2 tables, 15 pie pans, 15 lids, 1 chair, 3 spatulas, 4 open spoons, 4 forks, 3 knives, 2 meat plates, and other contents in kitchen, 7 soup spoons, 1 gas heater, another refrigerator, 2 electric fans, 4 floresent lights, 1 electric clock, 1 water heater, 1 neon sign, Christmas display, large 1 lot of stock and merchandise.

Witness my hand and seal this 8th day of December,

1954.

JESSE E. MELLOTT

(SEAL)

Witness:

hullon L hullon

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 8th day of December, 1954, before me the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Jesse E. Mellott, who did make oath in due form of law that the aforegoing Bill of Sale is his act and deed; and at the same time, before me, also appeared Betty J. Owens and Florence W. Weires, who did make oath in due form of law that the consideration named in the aforegoing Bill of Sale is true and bonafied.

Witness my hand and Notarial Seal.



Notary Public

FILED AND RECORDED DECEMBER 9" 1954 at 3:30 P.M.

This Morinage, Made this

in the year Ninetoen Hundred and Fifty -Four

AUDLEY B. STAHLMAN and MILDRED G. STAHLMAN, his wife,

Allegany County, in the State of Maryland

parties of the first part, and

THE SECOND NATIONAL BANK OF CUMBERLAND, Cumberland, Maryland, a banking corporation, duly incorporated under the laws of the United States,

Allegany

__County, in the State of Maryland

part y of the second part, WITNESSETH:

party of the second part in the full and just sum of Six Thousand, Five Hundred and no/100 (\$6,500.00) this day loaned the parties of the first part by the party of the second part, which principal sum with interest at 5% per annum is to be repaid by the parties of the first part to the party of the second part, in payments of not less than Seventy Dollars (\$70.00) per month, said payments to be applied first to interest and the balance to principal. The first of said monthly payments to be due and payable one month from the date hereof, and to continue monthly until the amount of principal and interest is paid in full.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

parties of the first part

give, grant, bargain and sell, convey, release and confirm unto the said

party of the second part, its successors or

hatex and assigns, the following property, to-wit:

-

ALL those three lots, pieces and parcels of ground lying in the Village of Ellerslie, Allegany County, Maryland, known and designated as Lots Nos. 16, 17 and 18 in Cook's Third Addition to Ellerslie, said lots being more particularly described as follows, to wit:

LOT NO. 16. BEGINNING for said Lot No. 16 on the South side of Bottom Street at the end of the first line of Lot No. 15, and running thence with said Street North 76 degrees 28 minutes West 50 feet; then South 13 degrees 32 minutes West 120 feet to Third Alley, and with it South 76 degrees 28 minutes East 50 feet to the end of the second line of Lot No. 15, and reversing it North 13 degrees 32 minutes East 120 feet to the beginning.





LOT NO. 17: BEGINNING for said Lot No. 17 on the South side of Bottom Street at the end of the first line of Lot No. 16, and running thence with said Street, North 76 degrees 28 minutes West 50 feet; then South 13 degrees 32 minutes West 120 feet to Third Alley, and with it South 76 degrees 28 minutes East 50 feet to the end of the second line of Lot No. 16, and reversing it North 13 degrees 32 minutes East 120 feet to the beginning.

LOT NO. 18: BEGINNING for said Lot No. 18 on the South side of Bottom Street and the end of the first line of Lot No. 17, and running thence with said street North 76 degrees 28 minutes West 37½ feet to Railroad Street, and with it South 24 degrees 43 minutes West 122-3/10 feet to Third Alley, and with it South 76 degrees 28 minutes East 61 feet to the end of the second line of Lot No. 17, and reversing it North 13 degrees 32 minutes East 120 feet to the beginning; said Lots Nos. 16, 17 and 18 being part of the same pieces and parcels of land which were conveyed unto Glenn C. Baker by John S. Devore and Lillie C. Devore, his wife, both of Ellerslie, Alle-S. Devore and Lillie C. Devore, his wife, both of Ellerslie, Allegany County, Maryland, by deed dated the 16th day of April, 1920, and recorded in Liber No. 135, folio 323, one of the Land Records of Allegany County, Maryland.

BEING the same property which was conveyed to the parties of the first part by Virgil A. Lowery and Elizabeth Baker Lowery, his wife, by deed dated August 24, 1953, and recorded among the Land Records of Allegany County in Liber No. 252, folio 448, and of which a two-thirds interest was inherited by Mildred G. Stahlman as the only child and descendant of Glenn C. Baker.

Together with the buildings and improvements thereon, and the rights, roads, ways,

-	ded, that if the said parties of the first part
their	heirs, executors, administrators or assigns, do and shall pay to the said
party (of the second part, its successors
executionscand	mostsmann or assigns, the aforesaid sum of
	Six Thousand, Five Hundred and no/100 (\$6,500.00) Dollar
together with	the interest thereon, as and when the same shall become due and payable, and in
the meantime	do and shall perform all the covenants herein on their part to be
performed, the	en this mortgage shall be void.
H nd i	t is Egreed that until default be made in the premises, the said
	parties of the first part
	may hold and possess the aforesaid property, upon paying in
the meantime,	all taxes, assessments and public liens levied on said property, all which taxes,
mortgage debt	and interest thereon, the said
	parties of the first part
	nt to pay when legally demandable.
hereby covena	to bed union robusty dominated
But in casterest thereon,	
But in casterest thereon, then the entire	se of default being made in payment of the mortgage debt aforesaid, or of the in- in whole or in part, or in any agreement, covenant or condition of this mortgage,
But in casterest thereon, then the entire	se of default being made in payment of the mortgage debt aforesaid, or of the in- in whole or in part, or in any agreement, covenant or condition of this mortgage, a mortgage debt intended to be hereby secured shall at once become due and payable,

or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said.	
the first part their heirs or as	
in case of advertisement under the above power but no sale, one-half of the above of shall be allowed and paid by the mortgagor s, their representatives, heirs of the above of the shall be allowed and paid by the mortgagor s.	ornmission. or assigns.
shall be allowed and paid by the little and paid by	
Bnd the said parties of the first part	
further con	
insure forthwith, and pending the existence of this mortgage, to keep insured by some	insurance
Company or companies acceptable to the mortgages or its successors or	7.1
assigns, the improvements on the hereby mortgaged land to the amount of at least	
Thousand Five Hundred and no/100 (\$6,500.00)	Dollars,
and to cause the policy or policies issued therefor to be so framed or endorsed, as in ca	sse of tires,
to inure to the benefit of the mortgagee ,1ts successors kate or assigns, to	the extent
their lien or claim hereunder, and to place such	h policy or
policies forthwith in possession of the mortgagee , or the mortgagee may effect said	. maurance
and collect the premiums thereon with interest as part of the mortgage debt	
Hittess, the hand and seal of said mortgagors.	
Attest: Harmer andley & Stathmer	∠[SEAL]
andley B. Stahlman	1
Mildred G. Stehlmen	MEAL
	(SEAL)
State of Maruland	
State of Maryland,	8 1 1 1
Allegany County, to-wit:	William .
3 hereby certify, That on this 9 m day of Decem	ber
3 perrug termig, time on the contract of the c	4-1-1
in the year nineteen Hundred and Fifty - FOUT , before me, the	
a Notary Public of the State of Maryland, in and for said County, personally appear	red
AUDLEY B. STAHLMAN and MILDRED G. STAHLMAN, his wife,	, ,
CALLED A DATE OF THE SECOND OF THE PARTY OF THE SECOND OF	two
and each acknowledged the aforegoing mortgage to be their respect	TAG
act and deed; and at the same time before me also personally appeared	
John M. Mosner, Vice President of	W
the within named mortgages, and made oath in due form of law, that the considers	stion in-soid
	1000
mortgage is true and bona fide as therein set for forth.	1
	1
WITNESS my hand and Notarial Scal the day and year aforesaid.	E 1819
Market	1

Mitger. Cety

FILED AND RECORDED DECEMBER 10" 1954 at 10:30 A.M.

This Mortgage, Made this

- 9th

day of of

December, in the year nineteen hundred and

Fifty Four,

by and between

Melvin M. Sack and Alice A. Sack, his wife,

of Allegany County, State of Maryland, of the first part, hereinafter called Mortgagors , and THE COMMERCIAL SAVINGS BANK OF CUMBERLAND, MARYLAND, a corporation duly incorporated under the laws of Maryland, of the second part, hereinafter called Mortgagee, Witnesseth:



Shrras, the said Mortgagors are justly and bona fide indebted unto the said Mortgagee in the full and just sum of Four Thousand Mine Hundred (\$4,900.00) Dollars, for which they have given their promissory note of even date herewith, payable on or before six years after date with interest at the rate of 5% per annum, in monthly payments on the principal and interest of not less than Seventy-Five (\$75.00) Dollars each month, interest to be calculated each month on the principal due at the beginning of said month, and the monthly payments to be applied first to interest and then to reduction of principal, interest for the following month to be calculated on the principal as so reduced.

And whereas, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property, as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

Name therefore, in consideration of the premises, and in order to secure the prompt payment of the said indebtedness and any future advances as aforesaid, together with the interest thereon, the said Mortgagors do bargain, sell, give, grant, convey, release and confirm unto the said Mortgagee, its successors and assigns, the following property, to-wit: All that lot or parcel of ground situated on the Westerly side of North Mechanic Street, in the City of Cumberland, Allegany County, State of Maryland, improved by a three story brick building known as Nos. 104, 106 and 108 North Mechanic Street, and described as follows?

Beginning at the intersection of the North side of a private alley with the West side of North Mechanic Street at the Southeast corner of the three story brick building now occupied by The Societa Italiana Dimutuo, Inc., Christofore Columbo

de Cumberland, Maryland, and running with West side of North Mechanic Street, South 16 degrees 25 minutes East 32.33 feet to the corner of a brick house heretofore owned by George Hoblitzell; then with the North wall thereof, and the line of the North wall extended, South 76 degrees 15 minutes West 115 feet to the middle of Wills Creek; then up said Creek by a line parallel with said street, North 16 degrees 25 minutes West 27.7 feet; then North 73 degrees 55 minutes East 115 feet, with the North wall of the three story brick building on the property hereby conveyed, to the beginning.

Being the same property conveyed by The Liberty Trust Company et al to

the said Nelvin M. Sack by deed dated February 3, 19h7, and recorded in Liber No. 213, folio 350, one of the Land Records of Allegany County, Maryland. Reference to said deed is hereby made for a further description.

Use hour and in held the above described property unto the said Mortgagee, its successors or assigns, together with the buildings and improvements thereon, all fixtures and articles of personal property now or at any time hereafter attached to or used in any way in connection with the use, operation and occupation of the above described real estate, and the rights, roads, ways, waters, privileges, and appurtenances thereunto belonging or in anywise appertaining, in fee simple forever.

Frauthen, that if the said Mortgagors, its, his, her, or their heirs, executors, administrators, successors, or assigns, do and shall pay or cause to be paid to the said Mortgagee, its successors or assigns, the aforesaid sum of——Four Thousand Nine Hundred (\$\frac{2}{3}\),900.00)————dollars and the interest thereon in the manner and at the times as afore set out, and such future advances with interest thereon, as may be made as hereinbefore provided, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed, that until default be made in the premises, the said Mortgagors may hold and possess the aforesaid property, upon paying, in the meantime, all taxes, assessments and public liens levied on said property and on the mortgage debt and interest hereby intended to be secured, and any lien, claim or charge against said premises which might take precedence over the lien of this mortgage; all which taxes, assessments, public liens, lien, claim, charge, mortgage debt and interest thereon, the said Mortgagors hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the said Mortgagors shall not pay all of said taxes, assessments, public liens, liens, claims and charges as and when the same become due and payable the said Mortgagee shall have the full legal right to pay the same, together with all-interest, penalties and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage. then the entire mortgage debt intended to be hereby secured, including such future advances as may be made as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said Mortgagee, its successors or assigns, or Wilbur V. Wilson, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell at public sale the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, its, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Allegany County, Maryland, which terms shall be at the discretion of party making said sale, and the proceeds arising from such sale to apply—first: To the payment of all expenses incident to such sale, including taxes, insurance premiums and a commission of eight per cent, to the party selling or making said sale, and if the property be advertised for default and no sale be made, one-half of said commissions shall be allowed and paid as costs, by the mortgagors , its, his, her or their representatives, heirs or assigns; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made as aforesaid, whether the same shall have then matured or not; and as to the balance, to pay it over to the said Mortgagor s , its, his, her or their heirs or assigns.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several helps, executors, administrators, executors or assigns, of the respective parties

thereto.

Witness, the hands and seal s of said Mortenson

Attest:

Thelleand Q. Dudley

Melvin M. Sack

Mice A. Sack

(SEAL)

Alice A. Sack

State of Maryland, Allegany County, to-wit:

Melvin M. Sack and Alice A. Sack, his wife,

and acknowledged the aforegoing mortgage to be their act and deed; and at the same time, before me, also personally appeared George C. Cook, Cashier of The Commercial Savings Bank of Cumberland, Maryland, a corporation, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said George C. Cook did further, in like manner, make oath that he is the Cashier and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In Witness whereof I have hereto set my hand and affixed my Notarial Seal the day and year above written.

Notary Public

The the Legge atty Cat

FILED AND RECORDED DECEMBER 10" 1954 at 1:10 P.M.

This Mortgage, Made this 978 day of December

4. ...

year Nineteen Hundred and fifty-four by and between

Stave W. Jordan and Virginia E. Jordan, his wife,

Ricognation TAN

of Allegany County, in the State of Maryland, part lasof the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgages.

WITNESSETH:

Four Thousand One Hundred Twenty & 00/100 - - (\$4120.00) - Dollars, which said sum the mortgagors agree to repay in fastallments with interest thereon from the date hereof, at the rate of 52 per cent. per annum, in the manner following:

By the payment of Forty-four & 70/100 - - - (\$44.70) - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

all that lot or parcel of ground situated, lying and being in Dilfer Farms Addition to the City of Cumberland, Maryland, and being known as Lot No. 142 as shown on the plat of said addition, recorded in Plat Box No. 166 in the Office of the Clerk of the Court for Allegany County, Maryland, and which said lot is more particularly described as follows, to-wit:

Beginning for the same at a point on the northerly side of Ashbrook Avenue distant North 54 degrees 13 minutes West 150 feet from the intersection of the northerly side of Ashbrook Avenue with the westerly side of Holland Street, and running then with the northerly side of Ashbrook Avenue North 54 degrees 13 minutes West 50 feet, then North 35 degrees 47 minutes East 150 feet, then South 54 degrees 13 minutes East 50 feet, then South 35 degrees 47 minutes West 150 feet to the place of beginning.

1

Being the same property which was conveyed unto the parties of the first part by deed of John E. Powers, dated August 26, 1949, recorded in Liber No. 226, folio 203 Land Records of Allegany County, Maryland.

The above property, subject, however, to the covenants, conditions and restrictions contained in the deed above referred to.

And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

UBER 309 MGE 91

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgages that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Cogether with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

to bave and to bold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagers, theirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein ontheir part to be performed, then this mortgage shall be void.

Bind it is ligreed that until default be made in the premises, the said mortgagor s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Bnothe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgage or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Four Thousand One Hundred Twenty & 00/100 -- -- Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

End the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns. all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagers, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax recipts evidencing the payment of all law-dencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governments levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no inortgage or to keep the buildings on said property in good condition of repair, the mortgage may immediate repayment of the debt hereby secured and the fallure of the mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation of the remortgage is may all immediately become due and owing as herein provided; (5) that the default in the payment of any monthly installments, as herein provided, shall have continued for for thirty days or after default in the performance of any of the aforegoing covenants or conditions

Attest: Steve W. Jordan [SEAL Visinia E. Jordan [SEAL

1888 309 MEE 92

State of Maryland, Allegany County, to-wit:

I hereby certify, That on this.

9 TH

y of December

in the year nineteen Hundred and Fifty-four

before me, the subscriber,

a Notary Public of the State of Maryland, in and for said County, personally appeared

Steve W. Jordan and Virginia E. Jordan, his wife,

the said mortgagors herein and thay acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgages and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgages.

WINNESS my hand and Notarial Seal the day and year aforesaid.

Notary Public

FILED AND RECORDED DECEMBER 10" 1954 at 1:20 P.M.

purchase money

This Mortgage, und this fire day of December

2- 43-

П

year Nineteen Hundred and fifty -four by and between

John S. Wilson and Jane E. Wilson, his wife,

of Allegany County, in the State of Maryland, partland the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagos.

WITNESSETH:

Fourteen Thousand & 00/100 - - - (\$14,000.00) - - - - Dollars

which said sum the mortgagors agree to repay in installments with interest thereon from

By the payment of Minexy-two & ho/100 - - - - (\$92, h0) - - - - Deliars on or before the first day of each and every month from the date hereof, until the whole of ask

and the said installment payment may be applied by the mortgages in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and ternade insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforestaid principal sum. The due execution of this mortgage having been a condition procedent to the

Row Cherefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, release and confirm unto the said mortgages, its successors or assigns, in fee simple, all the following described property, to-wit:

All of that parcel of ground, lying and being on the Braddock Road in Allegany County, Maryland, about 52 miles West of the City of Cumberland, Maryland, known as Lot No. 5 of the First Addition laid off by The Market Building, Inc., in the property known as Braddock Estates, and which said lot is more particularly described as follows, to-wit:

Beginning for the same at a point on the southerly eide of the Braddock Road lying South 77 degrees 16 minutes East 400 feet from the end of the second line of the parcel of ground conveyed to J. P. Frase et ux, by deed of Mary Jane Keeth et al, dated September 6, 1950, and recorded among the Land Records of Allegany County, Maryland, in Deeds Liber No. 232, folio 623, and running then with the southerly side of the said Braddock Road, it being 33 feet from the center line thereof, South 77 degrees 16 minutes East 100 feet to Lot No. 6, then with said Lot No. 6, South 12 degrees 44 minutes West 172.3 feet to the right of way of the Potomac Edison Company, and with it North 77 degrees 10 minutes West 100 feet to Lot No. 4, then with said Lot No. 4, North 12 degrees 44 minutes East 172.14 feet to the beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Wallace H. McGill and Cleo C. McGill, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

USER 309 MGE 94

The said mortgagors hereby warrant generally to, and covenant with, the sai gages that the above described property is improved as herein stated and that a perfect fatitle is conveyed herein free of all liens and encumbrances, except for this mortgage herein covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to boil the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors . Their heirs, executors, administrators or assigns, do and shall pay to the said mortgages, its successor or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants here ontheirpart to be performed, then this mortgage shall be void.

Bind it is Egreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor a hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgages, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Enothe said mortgagers, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgage or its successors or assigns, the improvements on the hereby mortgaged land to the amount

of at least Fourtaen Thousand & 00/100 - - (\$14,000.00) - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

mortgage debt.

Einb the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgages, its successors and assigns all routs, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgage is hereby authorized, in the event of such default, to take charge of said property and cellect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby coverant with the mortgages as follows: (1) to deliver to the mortgages on or before March 15th of each year tax recipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgages within ninety days after due date all governmental levies that may be made on the mortgages within ninety days after due date all governmental levies that may be made on the mortgages within ninety days after due date all governmental levies that may be made on the mortgages within ninety days after due date all governmental levies that may be made on the mortgages within ninety days after due date all governmental levies that may be made on the mortgages property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor at level buildings on an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgages may without notice, institute proceedings to forcelose this mortgage, and apply for the appointment of a receiver, as h

Fiftness, the hand and seal of said mo Benedla Vole & Wilson the memor

IRER 309 RICE 95

State of Latination, Allegany County, to-wit:

> I hereby certify, That on this. 10TH

in the year nineteen Hundred and Fifty-four , before me, the subscriber. a Notary Public of the State of Maryland, in and for said County, personally appeared

John S. Wilson, one

the said mortgagors herein and he acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law shat the had the proper authority to make this affidavit as agent for the said mortgagee.

10 WITNESS my hand and Notarial Seal the day and year aforesaid.

STATE OF UNIO

Yriano 4.5

to-wit:

COUNTY OF STARK:

I HEREBY CERTIFY, that on this _____ day of December, 1954, before me, the subscriber, a Notary Public of the State of Ohio, in and for said County, personally appeared Jane E. Wilson, one of the said mortgagors herein and she acknowledged the aforegoing mortgage to be her act and deed.

WITNESS my hand and Notarial Seal the day and year aforesaid.

MESION EXPIRES SON, Notary Public

FILED AND RECORDED DECEMBER 10" 1954 at 3:35 P.M.

This Mortgage, Made this

in the year nineteen hundred and

fifty-four

, by and between

8 8 2

Joseph M. Monnett and Evelyn L. Monnett, his wife, of Allegany County, Maryland, of the first part, hereinafter s expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Comberland, Allegany County,

Maryland, of the second part, burelingter puretimes called mortgages, Witnesseth:

Whereas, the said

Joseph M. Monnett and Evelyn L. Monnett, his wife,

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Joseph M. Monnett and Evelyn L. Monnett, hie wife,

does hereby hargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that Southerly portion of Lot Mo. 8 in Amcelle Acres
Addition, in Election District No. 7, in Allegany County, in the
State of Maryland, described as follows:

BEGINNING for the same et a point along the Westerly side of Harold Drive, it being the beginning of Lot No. 8 in said Addition, and running thence with part of the first line thereof, it being also along and with the Westerly side of Harold Drive, North 11 degrees 50 minutes West 45 feet; thence crossing the whole Lot at right engles to Harold Drive, South 78 degrees 10 minutes West 193 feet to a point on the third line of the whole Lot No. 8; and with part of said third line, South 16 degrees 30 minutes East 45.3 feet to the end of said third line; thence with the fourth line of said whole Lot No. 8, North 78 degrees 10 minutes East 187 feet to the place of beginning.

It being the same property which was conveyed unto the said Mortgegors by Carl Gustefson and wife by deed deted April 17, 1953, end recorded in Liber 249, folio 170, one of the Land Recorde of Allegany County.

This obligation is further secured by a Chattel Mortgage for the amount of Twenty-five Hundred Dollars (\$2500.00) and signed by the said Obligors. The said Obligors have also pladged as additional security for this indebtedness aix life insurance policies, with a total face value of approximately Twenty-seven Hundred and Fifty-five Dollars (\$2755.00), four of said policies being on the life of Mr. Joseph M. Monnett and two of said policies being on the life of Mrs. Evelyn L. Monnett. It being understood, however, that the total obligation secured by this mortgage, the Chattel Mortgage and the six life insurance policies is Four Thousand and Fifty Dollars (\$4,050.00), together with the interest thereon at the rate aforesaid.

TOGETHER with the buildings and improvements thereon, and the rights, reads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining:

TO HAVE AND TO HOLD the said above described property unto the said mortgages, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgages, its successors or assigns, the aforesaid sum of Four Thousend and Fifty ————Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgager shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgages.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgager may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said market and property and on the mortgage debt and interest hereby intended to

and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgages as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgages, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount

Four Thousand and Fifty (\$4,050.00) ---- Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgages, or the mortgages may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

OSEPH M. MONNETT (SEAL)

EVELYN L. MONNETT (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 10th. day of

December in the year nineteen

hundred and fifty-four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

Joseph M. Monnett and Evelyn L. Monnett, his wife,

each acknowledged, the foregoing mortgage to be their deed; and at the same time; before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgages and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the Charles A. Piper

did further, in like manner, make oath that he is the President, and agent or attorney for said

and duly authorised by it to make this affidavit. s whereof I have hereto set my hand and affixed my notarial seal the day and year

FILED AND RECORDED DECEMBER 10*1954 at 10:30 A.M.

This Mortgage, make this

December, in the year nineteen hundred and

Fifty Four,

John R. Cook, widower,

of Allegany County, State of Maryland, of the first part, hereinafter called Mortgagor THE COMMERCIAL SAVINGS BANK OF CUMBERLAND, MARYLAND, a corporation duly incorporated under the laws of Maryland, of the second part, hereinafter called Mortgages Witnesseth:



justly and bone fide indebted unto the said Mortgagee in the full and just sum of Three Thousand Five Hundred (\$3,500.00) Dollars, for which he has given his promissory note of even date herewith, payable on or before five years after date with interest at the rate of 65 per annum in monthly payments on the principal and interest of not less than Forty (\$10.00) Dollars, each monthly payment to be applied first to interest and then to reduction of principal, interest for the following month to be calculated on the principal as so reduced.

And the party of the first part covenants and agrees to pay monthly to the said party of the second part, in addition to the said payments above set forth a sum equal to the premiums that will next become due and payable on policies of fire or other hasard insurance covering the mortgaged property, plus texms and assessments next due on the mortgage property (as estimated by the party of the second part) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such premiums, texas and assessments will become delinquent, such sums to be held in trust by the party of the second part for the payment of such premiums, to

And sepercus, this mortgage shall also secure as of the date heroof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvments to the mortgaged property, as provided by Chapter 923 of the Laws of Maryland pas year 1945 or any Amendments the

prefers, in consideration of the premises, and in order to secure the prompt payment of the said indebtedness and any future advances as aforesaid, together with the interest thes the said Mortgagor does bargain, sell, give, grant, convey, release and confirm unto the said Mortgagee, its successors and anxie ms, the following property, to-wit: All that lot, piece or percel of land lying and being in Allag described as follows:

Beginning for the same at an iron bar on the Southerly side of National Turnpike Road at the intersection of the Southerly side of said road with the Easterly side of a twenty feet roadway, saidiron bar being also at the Northwesterly corner of Lot No. 7 of a series of lots along the Southerly side of said National Turnpike Road

as laid out by Webster B. Long, and running thence with the Southerly side of said road, North 40 degrees 4 minutes East 68 feet to a stake at the end of the first line of a deed from Mary Meisel and husband to George Brotemarkle, dated August 1, 1919, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 130, folio 371; and running thence with the second line of said deed, South 46 degrees 36 minutes East 158.8 feet; then South 41 degrees 33 minutes West 68.3 feet to a stake at the Southeasterly corner of the aforesaid twenty feet roadway; then with the Easterly side of said roadway, North 46 degrees 36 minutes West 160.8 feet to the beginning. Being all of Lot No. 7 and the Westerly 20 feet of Lot No. 6 of the aforesaid lots as laid out by Webster B. Long on the Southerly side of the National Turnpike Road.

Being the same property conveyed by Eileen M. Stump, Trustee, to the said John R. Cook, widower, by deed dated June 13, 1945, and recorded in Liber No. 204, folio 211, one of the Land Records of Allegany County, Maryland. Reference to said deed is hereby made for a further description.

On home and is held the above described property unto the said Mortgagee, its successors or assigns, together with the buildings and improvements thereon, all fixtures and articles of personal property now or at any time hereafter attached to or used in any way in connection with the use, operation and occupation of the above described real estate, and the rights, roads, ways, waters, privileges, and appurtenances thereunto belonging or in anywise appertaining, in fee simple forever.

Firstides, that if the said Mortgagor , its, his, her, or their heirs, executors, administrators, successors, or assigns, do and shall pay or cause to be paid to the said Mortgagee, its successors or assigns, the aforesaid sum of— — Three Thousand Five Hundred (\$3,500.00)——dollars and the interest thereon in the manner and at the times as afore set out, and such future advances with interest thereon, as may be made as hereinbefore provided, and in the meantime do and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

Ask it is agreed, that until default be made in the premises, the said Mortgagor may hold and possess the aforesaid property, upon paying, in the meantime, all taxes, assessments and public items levied on said property and on the mortgage debt and interest hereby intended to be secured, and any item, claim or charge against said premises which might take precedence over the lien of this mortgage; all which taxes, assessments, public items, item, claim, charge, mortgage debt and interest thereon, the said Mortgagor hereby covenants to pay when legally demandable; and it is covenanted and agreed that in the event the said Mortgagor shail not pay all of said taxes, assessments, public items, items, claims and charges as and when the same become due and payable the said Mortgagee shall have the full legal right to pay the same, together with all interest, penalties and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said Mortgagee, its successors or assigns, or Wilbur V. Wilson, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell at public sale the property hereby mortgaged, or so much thereof as may be necessary; and to great and convey the same to the purchaser or purchasers thereof, its, his, her

or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Allegany County, Maryland, which terms shall be at the discretion of party making said sale, and the proceeds arising from such sale to apply—first: To the payment of all expenses incident to such sale, including taxes, insurance premiums and a commission of eight per cent. to the party selling or making said sale, and if the property be advertised for default and no sale be made, one-half of said commissions shall be allowed and paid as costs, by the mortgager—, its, his, her or their representatives, heirs or assigns; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made as aforesaid, whether the same shall have then matured or not; and as to the balance, to pay it over to the said Mortgagor—, its, his, her or their heirs or assigns.

And the said Mortgagor further covenants to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, against loss by fire with extended coverage, and if required, war damage to the extent available, to the amount of at least————Three Thousand Five Hundred (\$3,500,00)————dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other hazard, to inure to the benefit of the Mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee, or the Mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

Situres, the hand and seal of said Mortgagor

Attest:

hister Q Dady . John R. Cook (SEAL)

State of Maryland, Allegany County, to-wit:

John R. Cook, widower,

and acknowledged the aforegoing mortgage to be his act and deed; and at the same time, before me, also personally appeared George C. Cook, Cashier of The Commercial Savings Bank of Cumberland, Maryland, a corporation, the within named mortgages, and made oath in due form of law, that the consideration in said mortgage is true and bone fide as therein set forth; and the said George C. Cook did further, in like manner, make oath that he is the Cashier and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In Witheres whereof I have hereto set my hand and affixed my Notarial Seal the day

and year-above written.

Miller Q. Dudly Notary Public

FILED AND RECORDED DECEMBER 10" 1954 at 3:35 P.M.

This Mortgage, Made this

day of

December in the year nineteen hundred and

fifty-four Donald M. Emerick and Peggy A. Emerick, his wife, , by and between

of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County,

Maryland, of the second part, hereinafter sometimes called mortgages, Witnesseth:

Whereas, the said Donald M. Emerick and Peggy A. Emerick, his wife,



stand indebted unto the said The Liberty Trust Company in the just and full sum of Twenty-seven Hundred (\$2700.00) ---- Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on sauch 27.1977

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Donald M. Emerick and Peggy A. Emerick, his wife,

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that piece or parcel of ground known as Lot No. 46 and the adjoining one-half of Lot No. 47 as shown on the plat of Andrew Ramsay's Addition to the Town of Ellerslie, in Allegany County, Maryland, and recorded in Liber No. 131, folio 725, one of the Land Records of Allegany County, and more particularly described as follows, to wit:

REGINNING for the same at the point of intersection of the North-east side of Short Street and the Southeast side of Stevenson Street and running thence with the Southeast side of Stevenson Street (Magnetic Bearings and distances as of said plat) North 26 degrees and 20 minutes East 75 feet, thence leaving Stevenson Street and at right angles to the said Stevenson Street, South 63 degrees and 40 minutes East 100 feet to the Northwest side of an alley, thence with the Northwest side of the said alley and parallel to Stevenson Street, South 26 degrees and 20 minutes West 75 feet to the point of intersection of the Northwest side of the aforesaid alley with the aforementioned Northeast side of Short Street, thence with the Northeast side of Short Street, North 63 degrees and 40 minutes West 100 feet to the beginning.

Being the same property which was conveyed unto the said Mortgagors by Duane Francis Shaffer and wife by deed dated February 15,

1954, and duly recorded among the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, reads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgages, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgager, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgages, its successors or assigns, the aforesaid sum of Twenty-seven Hundred (\$2700.00) Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgager shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgages.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes , its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgages, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no cale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgager does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgages, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Twenty-seven Hundred (\$2700.00) ----- Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgages, its successors, or assigns, to the extent of its or their lies or claim hereunder, and to place such policy or policies forthwith in possession of the mortgages, or the mortgages may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

21:11

ATTEST:

Donald M. Emerick (SEAL)

Goggy A. Emerick WAL

LIBER 309 PAGE 103

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Curtify, that on this 10 day of

December

in the year nineteen

hundred and

fifty-four

before me, the subscriber, a Notary Public of the

State of Maryland in and for the county aforesaid, personally appeared

Donald M. Emerick and Peggy A. Emerick, his wife,

acknowledged, the foregoing mortgage to be deed; and at the same time, before me, also personally appeared Charles A. Piper President of The Liberty Trust Company, the within named mortgages and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the Charles A. Piper

did further, in like manner, make oath that he is the President, and agent or attorney for said oration and duly authorised by it to make this affidavit.

in witness whereof I have hereto set my hand and affixed my notarial seal the day and year

FILED AND AECORDED DECEMBER 13" 1954 at 12:55 P.M.

PURCHASE MONEY

of its stock.

This Morigage, Made this

day of December

, 19 54 .

by and between WILLARD L. WENRICH and MARY L. WENRICH, his wife,

of Allegany County, Maryland, parties of the first part, hereinafter called the "Mortgagor," and EQUITABLE SAVINGS AND LOAN SOCIETY OF FROSTBURG, MARYLAND, a corporation duly organized and existing under and by virtue of the laws of the State of Maryland, party of the second part, hereinafter called the "Mortgagee."

Unbereas, the Mortgagor, being a member of said Society, has received therefrom a loan of THREE THOUSAND- - - - - - - - - - DOLLARS (\$ 3, 000.00) being the balance of the purchase money for the property hereinafter described on his Twenty-three and 10/13th - - - - - - - (23-10/13) SHARES

Hnd Wilberens, the Mortgagor has agreed to repay the said sum so advanced in installments, following:

By the payment of Twenty-nine Dollare and twenty-eight Cents- - - - -

- - - - - - - - - - - - - - - - (\$ 29 28), on or before the

day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all outstanding taxes, assessments or other public charges of every nature and description, fire and extended coverage insurance premiums, and other charges affecting the hereinafter described premises, or to the payment of all sums advanced for the same, together with interest as hereinafter provided; and (8) to the payment of the aforesaid principal sum.

Hnd Unbereas, it was a condition precedent to said loan that the repayment thereof, together with the interest, advances and charges aforesaid; and the performance of the covenants and conditions hereinafter mentioned, should be secured by the execution of this Mortgage:

How Therefore, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of One Dollar (\$1.00) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby give, grant, bargain and sell, convey, release, confirm and assign unto the Mortgagee, its successors and assigns, the following property, to wit:

ALL those certain lots or parcels of ground, known and designated as Lots Nos. Two and Three on the Plat of Buchanan's Addition to Ellerslie, Allegany County, Maryland, which said plat and accompanying description is filed and recorded In Liber T. L. No. 67, folios 542, &c., one of the Land Records of Allegany County, and which said lots are more particularly described as follows, to wit:

LOT NO. TWO: Beginning at the end of the first line of Lot No. 1, in said Addition, and running thence North eighty-three degrees West fifty feet, then North eleven and three-fourths degrees East one hundred and thirty-six feet to the second line of the whole lot as described in Liber T. L. No. 66, folio 600, and with said second line reversed as corrected by variation, South eighty-three degrees East fifty feet to the end of the second line of Lot No. 1, and with it reversed, South eleven and three-fourths degrees West one hundred and thirty-six feet to the beginning.

LOT NO. THREE: Beginning at the end of the first line of Lot No. 2, in said Addition, and running thence North eighty-three degrees West fifty feet; then North eleven and three-fourths degrees East one hundred and thirty-six feet to the second line of the whole lot as described in Liber T. L. No. 66, folio 600, and with said second line reversed as corrected by variation, South eighty-three degrees East fifty feet to the end of the second line of Lot No. 2, and with it reversed, South eleven and three-fourths degrees West one hundred and thirty-six feet to the beginning.

IT being the same property which was conveyed by Lillian Margaret Helfrich et vir et al to Willard L. Wenrich by deed dated , and to be recorded among the Land Records of Allegany County, Maryland, prior to the recordation of this mortgage which is given to secure part of the purchase price of the property therein described and conveyed.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereto belonging or in anywise appertaining, including all lighting, heating, gas and plumbing apparatus and fixtures attached to or used on and about said premises, it being agreed that for the purposes of this mortgage the same shall be deemed permanent fixtures, and all rents, issues and profits accruing from the premises hereby mortgaged.

To bave and to bold the said lot of ground and improvements thereon to the use of the Mortgagee, its successors and assigns, in fee simple.

Drovided, that if the Mortgagor, his heirs, personal representatives and assigns, shall make or cause to be made the payments herein provided for as and when the same shall become due and payable, and in the meantime shall perform and comply with the covenants and conditions herein mentioned on his part to be made and done, then this Mortgage shall be void.

And the Mortgagor hereby covenants and agrees with the Mortgagee, its successors and assigns, to pay and perform as above set forth, and in addition thereto to pay unto the Mortgagee, its successors and assigns, during the continuance of this Mortgage, the sum of

DOLLARS

(\$) per month upon the same day of each month hereafter, and beginning on the same date as hereinbefore provided for principal and interest payments, said additional payments to constitute a special fund to be used by the Mortgagee, its successors and assigns, in payment of state, county and city taxes, and insurance premiums, when legally due or demandable, and any surplus remaining after the payment of said charges may, at the option of the Mortgagee, be credited as a payment on account of the principal mortgage debt; and the Mortgagor further agrees that should said

special fund at any time be insufficient, by reason of an increase in the assessment of said property or an increase in the tax rates, or from any other cause, to pay said charges, that he, his heirs, personal representatives or assigns, will on demand pay said deficiency; the Mortgagor further agrees to pay, when legally due, all other assessments, public dues and charges levied or assessed, or to be levied or assessed on said property hereby mortgaged, or on the mortgage debt or interest herein covenanted to be paid. In the event of the foreciosure of this Mortgage and the saie of the mortgaged premises as hereinafter provided, any balance in this special fund may, at the option of the Mortgagee, be applied to the reduction of the indebtedness hereby secured at the time of the commencement of such foreclosure proceedings.

It is further understood and agreed that if the Mortgagor fails to pay to the Mortgage, its successors and assigns, during the continuance of this Mortgage, the said monthly payments for the establishment of a special fund for the payment of state, county and city taxes, and insurance premiums, or any deficiency in said account as hereinbefore mentioned, the Mortgagee, its successors and assigns, may, at its option, pay the said taxes and insurance premiums without waiving or affecting its right to foreclose said mortgage or any other of its rights hereunder, and every payment so made by the Mortgagee shall bear interest from the date of said payment at the rate of six per centum (6%) per amuum and shall become a part of the indebtedness hereby secured.

THE MORTGAGOR also covenants and agrees to keep the improvements on said property in good repair and not to permit or suffer any waste thereon, and to insure and keep insured said improvements against fire, windstorm and such other hazards, as may be required by the Mortgagee, or its assigns, in such company or companies approved by, and in amounts required by the Mortgagee, its successors and assigns, and to cause the policies therefor to be so framed as to inure to the benefit of the Mortgagee, its successors and assigns, to the extent of its or their claim hereunder, and to deliver said policies to the Mortgagee, its successors and assigns.

And the Mortgagor does further covenant and agree:

- (a) That if the premises covered hereby, or any part thereof, shall be damaged by fire or other hazard against which insurance is held as hereinbefore provided, the amounts payable by any insurance company pursuant to the contract of insurance shall, to the extent of the indebtedness then remaining unpaid, be paid to the Mortgagee, and, at its option, may be applied to the mortgage debt or released for the repairing or rebuilding of the premises.
- (b) That upon a default in any of the covenants of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt.
- (c) That it shall be deemed a default under this mortgage if he shall sell, cease to own, transfer, or dispose of the within described property without the written consent of the Mortgagee.
- (d) That he specially warrants the property herein mortgaged, and that he will execute such further assurances thereof as may be required.
- (e) That he will pay a "late charge" of twenty-five cents or two cents for each dollar of each payment due, whichever is larger, for each payment more than five days in arrears, to cover the extra expense involved in handling delinquent payments.

And it is Egreed that until default be made in the premises, the Mortgagor, his heirs, personal representatives or assigns, may hold and possess the aforesaid property.

Hnd in case of any default being made in any of the payments, covenants or conditions of this mortgage, the whole mortgage debt then due and owing, together with accrued interest thereon, shall, at the option of the Mortgagee, its successors and assigns, at once become due and payable; the waiver of any defauit and the failure to exercise the option to demand the whole balance of the mortgage debt shall not operate as or constitute a waiver of the right to make such demand upon any default thereafter; and it shall thereupon be lawful for the Equitable Savings and Loan Society of Frostburg, Maryland, its successors and assigns, or W. Earle Cobey, its, his, her or their duly constituted agent and attorney, at any time after such default, to sell the property hereby mortgaged, or so much thereof as may be necessary to satisfy and pay the indebtedness hereby secured and all costs incurred in the making of such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her, or their heirs and assigns, which said sale shall be made in the manner following, to wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shail be at public auction, and if said property be not sold, it may be sold afterwards, either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling; and the proceeds arising from said sale shall be applied, first, to the payment of all costs and expenses incident to said sale and distribution of the proceeds thereof, including taxes, water rents, and all public charges due and owing, and a commission of eight per cent (8%) to the party selling or making said sale; secondly, to the payment of all claims of said Mortgagee, its successors and assigns, owing under this mortgage, whether the same shall have matured or not, including all advances together with interest thereon as herein provided; and the balance (if any there be) shall be paid to the Mortgagor, his personal representatives, heirs or assigns, or to whomever may be entitled to the same. In case of advertisement under the above power but no sale, all expenses incident thereto and one-half of the above commission shall be allowed and paid to the person or persons advertising the same by the Mortgagor.

The covenants herein contained shall bind, and the benefits and advantages shall inure to the respective helrs, personal representatives, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall

The same of

| year above | written. | | | | of the firs | y our tale | | |
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| WITNESS | as to all: | | | Willer | 18/11 | . 1 | 7 | - |
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| | | | | MARY L. | WENRICH | nen | (SEAL) | Ť |
| State : | of Mary | land, | | | | | | _ |
| Allega | nu Com | ity, to-wif | | 100 | | 8 | | |
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| 3 | hereby i | ertify. The | t on this. | 9" | day of De | cember . | 19.54. | |
| | | | | State of Maryla | | | | |
| personally | appeared | Willard L. | Wenrich an | d Mary L. W | enrich, his | wife, | | |
| | | | | | | | | |
| the Mortga | gor herein, | and acknowled | ged the afores | going instrument | t of writing to b | e their | | |
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VINTERS, M | by and bety | ween | |
| This in the year | ILEI) AND PURCHAS Annual Annual Annual Allegany | RECORDED E MONEY DAIP, Mad Hundred and WINTERS, | fifty-four JR. and Bi County, | day of. | Allen VINTERS, hi Maryland, | by and between wife, | <u> </u> | |
| This in the year | ILEI) AND PURCHAS Annual Annual Annual Allegany | RECORDED E MONEY DAIP, Mad Hundred and WINTERS, | fifty-four JR. and Bi County, | day of | Allen VINTERS, hi Maryland, | by and between wife, | <u> </u> | |

UBER 309 PAGE 107

| afe Frostburg, Allegany County, in the State of Maryland, | |
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| part y of the second part, WITNESSETH: | - |
| Whereng at | |
| Thereas, the said parties of the first part are justly indebted unto the sparty of the second part, its successors and assigns, in the full sum of | aid |
| SIX HUNDRED 00/100 DOLLARS (\$600, 0 | 0) |
| payable one year after date of these presents, together with interest thereon at the rate of six per centum (6%) per annum, payable quarterly, as evidenced by the joint and several promissory note of the parties of the first part payable to the order of the party of the second part, of even date and tenor herewith, whis said indebtedness, together with interest as aforesaid, the said parties of the first part hereby covenant to pay to the said party of the second part, its successors and assigns, as and when the same is due and payable. AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto | ch |
| | |
| Now Therefore, in consideration of the premises, and of the sum of one dollar in hand
paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof | I |
| together with the interest thereon, including any future advances, the said part ies of the first | |
| part do give, grant, bargain and sell, convey, release and confirm unto the said part y | E |
| of the second part , its successors | |
| of the second part, its successors back and assigns, the following property, to-wit: ALL that lot, piece or parcel of ground lying and being in Election District 17 in Allegany County, Maryland, which is the following property. | |
| District 17 in Allegany County, Maryland, which is more particularly described as follows, to wit; BEGINNING for the same at a stake standing on the southerly side of what is commonly known as the Montell mine road, which stake stands at the end of a line drawn South 85 degrees 53 minutes East 215 feet from the point of beginning in a deed from The Crichton Company to John T. Winters, Sr. dated August 16, 1948, and recorded in Deeds Liber 224, folio 488 among the Land-Records of Allegany County, Maryland, and running thence with said side of sair road and with said first line to the end thereof, South 85 degrees 53 minutes East 60 feet to a post; thence with the second line in the aforementioned deed, South degrees 7 minutes West 180 feet to a post; thence with part of the third line of the aforementioned deed, North 85 degrees 53 minutes West 60 feet; thence North 4 degrees 7 minutes East 180 feet to the place of beginning. IT being the same property which we are the south of the south of the same property which we are the south of the south of the same property which we are the south of the same property which we are the south of the same property which we are the south of the same property which we are the south of the same property which we are the south of the same property which we are the south of the south of the same property which we are the south of the south of the same property which we are the south of the south of the same property which we are the south of t | d
st |
| IT being the same property which was conveyed by John T. Winters, Set ux to John T. Winters, Jr. et ux by deed of even date herewith and to be recorded among the Land Records of Allegany County, Maryland, prior to the recordation of this mortgage which is given to secure part of the purchase price of the property therein conveyed and described. **Together** with the buildings and improvements thereon, and the rights, roads, ways, | ir. |
| waters, privileges and appurtenances thereunto belonging or in anywise appertaining. | i |
| Browided, that if the said parties of the first part, their heirs, executors, administra- | |
| tors or assigns, do and shall pay to the said part y of the second part , its successors, | |
| exacutorxxxadministrator or assigns, the aforesaid sum of | |
| SIX HUNDRED 00/100 POLL ADDITION | |
| SIX HUNDRED 00/100 DOLLARS (\$600.00) together with the interest thereon, and any future advances made as aforesaid, as and when the | |
| same shall become due and payable, and in the meantime do and shall perform all the covenants | |
| herein on their part to be performed, then this mortgage shall be vold. And it is Agreed that until default be made in the premises, the said parties of the | - |
| first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, | |

thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest

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thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party. of the second part , its successors COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor a, their personal representatives, heirs or assigns. And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its/ assigns, the improvements on the hereby mortgaged land to and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee , its successors assigns, to the extent of_ its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt. Withess, the hands and seals of said mortgagors. Witness: State of Maryland, Allegany County, to-mit: I hereby certify, That on this 9th day of in the year nineteen hundred and fifty-four , before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared John T. Winters, Jr. and Bessie May Winters, his wife, acknowledged the aforegoing mortgage to be their respective act and deed; and at the same time before me also personally appeared F. Earl Kreitzburg. Cashier of the Frostburg National Bank, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and further made outh that he is the cashier of said Bank and duly authorized by it to make this affidavit. WIPNESS six hand and Notarial Seal the day and year aforesaid.

ı

Mitger Tresper V. Ja.

| FILED AND RECORDED DEC | CAMBER 13" 1956 at 2:20 P.M. | |
|-----------------------------------------|------------------------------------|------|
| Unis Murinage, Made thia | 9th day of December | |
| in the year Nineteen Hundred and Fifty_ | cour , by and bet | weer |
| Harry M. Whetsell and Lone M. | Whetsell, his wife, | |
| | County, in the State of inryland | |
| | armors and Marchants Cank of Kays. | ır, |
| west Wir inia, a corporation, | | |

of __inoral __County, in the State of __ust /ir_inin,
party __of the second part, WITNESSETH:

How Cherefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Harry E. Whatsell and Lone Lone Whatsell, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said Farmers and Berchants Bank of Reyser, West Virginia, a corporation, its heirs and assigns, the following property, to-wit:

All that certain tract or parcel of land lying in the lown of McCoole, Allegany County, Haryland, and described by metes and bounds as follows, to-wit:

Street, or the road leading from McCoole to westernport, located S. 65° 40! E. 40.19 feet from an iron stake by a post which is the corner to a tract of land owned by Robert Smith and the original

of this land, and running thence making division lines N. 19° 06' E. (M. B. Continued Vernier Readings) 199.2 feet to another iron stake, located S. 66° 34' E. 40.12 feet from a nother of said stakes in an original line; thence along the south side of an alley S. 66° 34' E. 171 feet to another stake; thence S. 33° 38' W. 202.8 feet to a stake in the said boundary line of Queen Street; thence with same N. 66° 06' W. 120 feet to the place of the BEGINNING, containing 0.76 of one acre, more or less, and being a portion of the same real estate that was conveyed unto the said parties of the first part as Tenants by the Entireties, by deed bearing date of January 15, 1947, by Lewis A. Dayton and Mary E. Dayton, his wife, and recorded among the Land Records of Allegany County, Maryland, in Liber R. J. No. 215, Folio 489, to which reference is hereby made for a more particular description of the property hereby conveyed, excepting and reserving herefrom, however, all of that certain lot or parcel of ground containing 0.12 acres which was conveyed by the Grantors herein to Lance G. Saunders et ux by Deed dated July 28, 1952, and of record as aforesaid in Deed Book Liber R. J. No. 243, Folio 71.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

provided, that if the said Harry M. Whetsell and Lens M. Whetsell, bis wife, their heirs, executors, administrators or assigns, do and shall pay to the said Farmers and Merchants Bank of Keyser, W. Va., a corporation, its executor, administrator or assigns, the aforesaid sum of Three Thousand Dollars

(\$3,000.00)
together with the interest thereon, as and when the same shall become due and payable, and in
the meantime do and shall perform all the covenants herein on their part to be
performed, then this mortgage shall be void.

Bind it is Higreed that until default be made in the premises, the said.

Harry M. Whetsell and Lana M. Whetsell, his wife,
may hold and possess the aforesaid property, upon paying in

the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Harry M. Whatsell and Iona M. Whatsell,

his wife, hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said. Enumers and

Merchants Bank of Keyser, West Virginia, a corporation, its

heirs, executors, administrators and assigns, or Joseph A. Blundon kinder on their fully constituted attempts agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much theref as may be necessary

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| 4 | and to grant and convey the same to the purchaser or purchaser or assigns; which sale shall be made in manner following to-wit: By giving at least twenty or assigns; which sale shall be made in manner following to-wit: By giving at least twenty or assigns; which sale shall be made in manner following to-wit: By giving at least twenty | 1.00 |
|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|
| | days' notice of the time, place, manner and terms of sale in some newspaper purchased arising | |
| 1 | | |
| | taxes levied, and a commission of eight per cent to the party setting of the party setting to the payment of all moneys owing under this mortgage, whether the same shall have been then | |
| | matured or not; and as to the balance, to pay it over to the said Harry H. Whotsell | |
| 1 | and Leng !. Whetsell, his wife, heirs, or assigns, and | |
| | in case of advertisement under the above power but no sale, one-half of the above commission | |
| | shall be allowed and paid by the mortgagor representatives, heirs or assigns. | 5,190 |
| - 1 | And the said Harry H. Whetsell and Lane H. Whetsell, his wife, | |
| | further covenant to | |
| | insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance | |
| | Company or companies acceptable to the mortgagee or 1ts | |
| | assigns, the improvements on the hereby mortgaged land to the amount of at least | |
| | Three Thousand (\$3,000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, | |
| | to inure to the benefit of the mortgagee , 115 heirs ar assigns, to the extent | |
| | of 1ts stheet lien or claim hereunder, and to place such policy or | |
| | policies forthwith in possession of the mortgagee , or the mortgagee may effect said insurance | "/- |
| | and collect the premiums thereon with interest as part of the mortgage debt | |
| | Hituess, the hand and seal of said mortgagor | |
| | | |
| | Attest: Hannel Can, Or Sofiell (SEAL) | |
| | NE Clary Harry M. Whotsell [SEAL] 9x & Chair Lina M Whotsell [SEAL] | |
| | Tena M. Whetsell [SEAL] | |
| | State of Maculani, | |
| | The state of the s | 72 |
| | Allegany County, to-wit: | |
| | I hereby certify, That on this 13 day of Necessita | |
| | in the year nineteen Hundred and Fifty faces, before me, the subscriber, | |
| | a Notary Public of the State of Maximum in and for said County, personally appeared | |
| | Harry M. Whetsell and Lens M. Whetsell, his wife, | |
| | and they acknowledged the aforegoing mortgage to be their | |
| | act and deed; and at the same time before me also personally appeared Floyd C. Loor, | |
| | Cashier for the Farmers and Merchants Bank of Keyser, West Virginia, | |
| | a corporation, and made oath in due form of law, that the consideration in said | |
| | mortion is true and bona fide as therein set for forth. | |
| 4 | mortgage is true and bottle rice | |
| * | | |
| | WITNESS my hand and Notarial Seal the day and year aforesaid. | |
| | me to the di | |
| | mu naminario elpines Tanapelle Kemphie. | - |
| | My commission effices Januyselle retrippe. Notary Public. | |
| | reger N. Va. Lazara | |
| | For value received the Terming and merchants want of the | taget. |
| N | at Tirginia, hereby releases the within and foregoing on | J.H. |
| | Vitres the signiture of I Gave alundon freadent | tite |
| 100 | vinere and mirehants cank of perger That digital | orr ite |
| 0 | porte seal verito officed, all duly attested by | / |
| 1 | sheer on the day and your workend merchant | work |
| (0 | The fire a layor - 55 Keyer A. Da. Chando | |
| a | Esolier 8-10 By Dank asident | |
| | | |

FILED AND RECORDED DECEMBER 13" 1954 at 12:55 P.M. December, This Morinage, Made this. fifty-four in the year Nineteen Hundred and by and between -MARVIN RICE and EMMA K. RICE, his wife, County, in the State of Maryland parties of the first part, and FROSTBURG NATIONAL BANK, a national banking corporation duly incorporated under the laws of the United States of America, with its principal office in County, in the State of Maryland sik Frosthurg, Allegany ___of the second part, WITNESSETH: Whereus, the said parties of the first part are justly indebted unto the said party of the second part, its successors and assigns, in the full sum of payable one year after date of these presents, together with interest thereon at the rate of six per centum (6%) per annum, payable quarterly, as evidenced by the joint and several promissory note of the parties of the first part payable to the order of the party of the second part, of even date and tenor herewith, which said indebtedness, together with interest as aforesaid, the said parties of the first part hereby covenant to pay to the said party of the second part, its successors and assigns, as and when the same is due and payable. AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto. Nom Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said part ins of the first give, grant, bargain and sell, convey, release and confirm unto the said party beise and assigns, the following property, to-wit: of the second part, its successors ALL that lot, piece or parcel of ground lying and being in Frostburg, Allegany County, Maryland, and known as part of Lot No. 21 and all of Lot No. 22 in McCulloh's Addition to said Frostburg, which was conveyed by David E. Gunter, Executor, to Marvin Rice et ux by deed dated July 2, 1935, and recorded in Deeds Liber 173, folio 11, reference to which deed is hereby specifically made for a more particular description of the property therein described and conveyed. Concluse with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining. Brauthed, that if the said part iss of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said part y of the second part . its successors xxxxxxxinistratus or assigns, the aforesaid sum of... FOUR THOUSAND NINE HUNDRED FIFTY and 00/100 DOLLARS (\$4, 950.00)

together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants

first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes,

thereon, the said part ins ... of the first part hereby covenant ... to pay when legally den

part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said part ies of the

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| But in case of default being made in payment of the more | Interest |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|
| But in case of default being made in payment of the mortgage debt aforesaid, or of the thereon, or any future advances, in whole or in part, or in any agreement, covenant or conthereon, or any future advances, in whole or in part, or in any agreement, covenant or conthereon, or any future advances, in whole or in part, or in any agreement, covenant or continued to be hereby secured shall at once | dition of |
| this mortgage, then the entire mortgage debt intended to be | |
| due and payable, and these presents are hereby declared to be made in trust, and the said par | rt.y |
| of the second part , its successors away, executors, administrators and as | sargini, or |
| as a serious at CHRIST the his her or their duly constituted att | orneys or |
| agents are hereby authorized and empowered, at any time thereafter, to sell the propert mortgaged or so much thereof as may be necessary, and to grant and convey the san mortgaged or so much thereof as may be necessary, and to grant and convey the san mortgaged or so much thereof as may be necessary. | ne to the |
| | |
| manner following to-wit: By giving at least twenty days' notice of the time, place manner following to-wit: | e, manner |
| Attack in Comparison Marviand, which said said | E ATTACA |
| at public auction for cash, and the proceeds arising from such sales of eight pe | er cent. to |
| all expenses incident to such sale, including all taxes level, and a limineys owing under the party selling or making said sale; secondly, to the payment of all moneys owing under the party selling or making said sale; secondly, to the payment of all moneys owing under | this mort- |
| the party selling or making said said; seconday, to the payment of the balance, to p
gage, whether the same shall have been then matured or not; and as to the balance, to p | pay it over |
| heirs, or assigns, and | in case of |
| to the said part ica of the first part , their heirs, or assigns, and advertisement under the above power but no sale, one-half of the above commission shall | be allowed |
| t time being or aggigns | |
| and paid by the mortgagor 27 | |
| And the said part ics of the first part further covenant to insure fort | hwith, and |
| panding the existence of this mortgage, to keep insured by some insurance company | |
| assigns, the improvements on the | 11 |
| mt aread Nine Hundred Fifty and 00/100 | - Pollars, |
| the amount of at least Four Thousand Pine Thousand in and to cause the policy or policies issued therefor to be so framed or endorsed, as in | case of fire |
| or other losses to inure to the benefit of the mortgagee , its successors | beire or |
| to the homounday and to | place such |
| assigns, to the extension of the mortgagee or the mortgagee may | y effect said |
| policy or policies forthwith in possession of the interest as part of the mortgage deb-
insurance and collect the premiums thereon with interest as part of the mortgage deb- | t. |
| Witness: Warvin Rice MARVIN RICE | [Seal] |
| David & Newto Emma / Rice | [Seal] |
| Biate of Maryland, | |
| Allegany County, to-wit: | _ |
| I hereby certify, That on this 9 th day of December | |
| | the subscriber |
| | |
| in the year nineteen hundred and | |
| a Notary Public of the State of Maryland, in and for said County, personally appeared | |
| a Notary Public of the State of Maryland, in and for said County, personally appeare Marvin Rice and Emma K. Rice, his wife | ā |
| a Notary Public of the State of Maryland, in and for said County, personally appeare Marvin Rice and Emma K. Rice, his wife and they acknowledged the aforegoing mortgage to be their respective | e |
| a Notary Public of the State of Maryland, in and for said County, personally appeare Marvin Rice and Emma K. Rice, his wife | e |
| a Notary Public of the State of Maryland, in and for said County, personally appeared Marvin Rice and Emma K. Rice, his wife and they acknowledged the aforegoing mortgage to be their respective act and deed; and at the same time before me also personally appeared F. Earl Kr. Cashier of the Frostburg National Bank, the within named mortgagee and made oath in due form of law, that the considerations in the same time before the same tim | reitzhurg, |
| a Notary Public of the State of Maryland, in and for said County, personally appeared Marvin Rice and Emma K. Rice, his wife and they acknowledged the aforegoing mortgage to be their respective act and deed; and at the same time before me also personally appeared F. Earl Kr | reitzhurg, eration in said |
| a Notary Public of the State of Maryland, in and for said County, personally appeared Marvin Rice and Emma K. Rice, his wife and they acknowledged the aforegoing mortgage to be their respective act and deed; and at the same time before me also personally appeared F. Earl Kr. Cashier of the Frostburg National Bank, the within named mortgagee and made oath in due form of law, that the consideration of the same therein set forth, and further made oath that | reitzhurg, eration in said |
| a Notary Public of the State of Maryland, in and for said County, personally appeared and they acknowledged the aforegoing mortgage to be their respective act and deed; and at the same time before me also personally appeared F. Earl Kr. Cashier of the Frostburg National Bank, the within named mortgagee and made oath in due form of law, that the consideration of the same time before the form of law, that the consideration of the frostburg National Bank, the within named mortgagee and made oath in due form of law, that the consideration of said Bank and duly authorized by it to make this affidavis | reitzhurg, eration in said |

THIS MORTGAGE, Made and Executed this 2/2 day of November, 1954, by and between The McKendree Methodist Episcopal Church of Cumberland, Allegany County, Maryland, a corporation duly incorporated under the laws of the State of Maryland, of Allegany County, Maryland, Party of the First Part; and Irene M. Valentine of the County of Allegany and State of Maryland, Party of the Second Part, WITNESSETH:

WHEREAS, the Trustees of the Party of the First Part have made application to the quarterly Conference of the McKendree Methodist Episcopal Church of Cumberland, Maryland, for permission to borrow the sum of Five Thousand (\$5,000.00) Dollars from livene M. Valentine for the purpose of improving the Church and Irene M. Valentine for the purpose of improving the Church and Valentine by delivering to her a duly executed mortgage from the Valentine by delivering to her a duly executed mortgage from the valentine by delivering to her a duly executed mortgage from the valentine by delivering to her a duly executed mortgage from the valentine by delivering to her a duly executed mortgage from the valentine by delivering to her a duly executed mortgage from the valentine by delivering to her a duly executed mortgage from the valentine by delivering to her a duly executed mortgage from the valentine by delivering to her a duly executed mortgage from the valentine by delivering to her a duly executed mortgage from the valentine by delivering to her a duly executed mortgage from the valentine by delivering to her a duly executed mortgage from the valentine by delivering to her a duly executed mortgage from the valentine by delivering to her a duly executed mortgage from the valentine by delivering to her a duly executed mortgage from the valentine by delivering to her a duly executed mortgage from the valentine by delivering to her a duly executed mortgage from the valentine by delivering to her a duly executed mortgage from the valentine by delivering to her a duly executed mortgage from the valentine by delivering to her a duly executed mortgage from the valentine by delivering to her a duly executed mortgage from the valentine by delivering to her a duly executed mortgage from the valentine by delivering to her a duly executed mortgage from the valentine by delivering to her a duly executed mortgage from the valentine by delivering to her a duly executed mortgage from the valentine by delivering to her a duly executed

WHEREAS, by an order passed on the 292 day of November, 1954, the quarterly Conference of the said McKendree Methodist Episcopal Church of Cumberland, Maryland, unanimously approved the aforegoing application and duly authorized the said Trustees to borrow said sum of \$5,000.00 from the said Irene M. Valentine to borrow said sum of \$5,000.00 from the said Irene M. Valentine and to execute a good and sufficient mortgage conveying the said and to execute a good and sufficient mortgage conveying the said to execute a good and sufficient mortgage conveying the said error property on North Centre Street, and the parsonage proponerty on Polk Street in the City of Cumberland, Maryland, to the said Irene M. Valentine for the purpose of securing said loan; and

WHEREAS, the said McKendree Methodist Lpiscopal Church of Cumberland, Maryland, Party of the First Part, has borrowed the said sum of \$5,000.00, as aforesaid, and is now inabted unto the said Irene M. Valentine, Party of the becond Part, for the said amount, as is evidenced by the promissory note for said amount pearing even date nerewith and payable to the order of amount bearing even date nerewith and payable to the order of said Irene M. Valentine, one year from date, with interest theresaid Irene M. Valentine, one year from date, with interest thereon from date at six per cent (6%) per annum, payable monthly; and

WHIREAS, the Party of the first Part is justly and bona fidely indebted unto the Party of the becond Part in the full and just sum of \$5,000.00, and which said sum shall bear interest at the rate of 6% per annum, and which said principal sum and the rate of 6% per annum, and which said principal sum and interest shall be repaid in equal monthly installments of \$75.00 each, the first of which said installments shall become due and payable one month from the date hereof and monthly thereafter on the same day of each succeeding month until the said principal sum and interest or any balance thereof shall have been fully paid; and out of said monthly payment first shall be computed and deducted the interest upon said principal sum or any balance thereof, and the balance shall be applied to the reduction of thereof, and the balance shall be applied to the reduction of the said principal sum; with the right reserved unto the Party of the first Part to prepay any or all of said principal sum and interest at any time prior to its maturity.

NOW, THEREFORE, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said MeKendree Methodist Episcopal Church of Cumberland, Maryland, does give, grant, bargain and sell, convey, release and confirm unto the said Irene M. Valentine, her heirs and assigns, the following property, to-wit:

PARCEL NO. ONE: ALL that lot, piece, or parcel of ground situate, lying, and being on the easterly side of North Centre Street, in the City of Cumberland, Allegany County, Maryland, and being more particularly described as follows:

BEGINAING for said lot of ground at a point on the easterly



EARL EDMUND MANGES CUMBERLAND, MANYLAND

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side of North Centre street at the division line between Lots Nos. 19 and 20 as snown on the plat of Gepharts addition to the city of Cumberland, recorded in Liber 2. k., folio 523, one of the Land Records of Allegany County, Maryland; said point of beginning being distant 2 feet measured in a northerly direction along the easterly side of said North Centre Etreet from the northwest corner of the brick church building located upon the lot hereby described; and running thence with the easterly like of said North Centre breet, locate 35 acgrees 25 shoutes as to 42.35 feet to the beginning of the parcel of ground her tolors conveyed by Joseph Impir, et al, trusteer of the deficient across and process and recorded in Liber 30. 3, feet of the aforesaid Land Records; and running thence 10. 3 and Mileon dated July 12, 1385, and recorded in Liber 30. 3, feet the first line thereof a recorded and the admit extended July 10, 1385, and recorded in Liber 30. 3, feet the first line thereof a recorded and the admit extended July 10, 1385, and recorded in Liber 30. 5, feet to the northeen thereof the frame dwelling located on the lot accorded Land Records; the admit the part of the corner of fences not enclosing the lot here; described; the new although the lot here; described the feet to the place of acquision line lot here; and laborate the lot here all the lot here.

The probability of the Party of the First fact as a function of the control of th

on Polaratreet, in the City of Cumberland, Allegany County, and State of Paryland, and anoma as bot so, o as isla off to described as follows, to-wit:

standing on the north side of Polk Street and at the southeast corner of the lot formerly owned by Jesse worns; and Final thence North 67.75 degrees west 100 feet; thence across sall sot 30 feet to the alley connecting Pola and Manover Street; thence with sold alley and parallel to said first line, is feet to Pola Street; thence with Pola Street, 30 feet to the place of beginning.

The aforkidal Property is the same property of land wilen was conveyed to the McKendree Methodist Episcopal Course of Cumberland, Maryland, by deed dated the Ath day of June, 1899, and recorded among the Land Records of Allegany County, in Liter No. 82, folio 438; and which was further conveyed unto them by confirmatory deed dated the 19th day of July, 1926, by The Real Estate and Building Company of Cumberland, Maryland, and which said deed is of record amon, the Land Records of Allegany County, Maryland, in Liber No. 153, folio 417.

A specific reference to the aforesaid deeds is here; sade for a full and more particular description of the land morely conveyed by way of mortgage.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said Mckendree Methodist Episc pal Church of Cumberland, Maryland, its successors and assigns, do and shall pay to the said Irene M. Valentine, her executors, administrators, or assigns, the aforesaid sum of \$5,000.00, together with the interest thereon, as and when the same shall

LAW DIFICES

become due and payable, and in the meantime do and shall perform all the covenants nerein on its part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises, the said The McKendree Methodist Episcopal Church of Cumberland, Maryland, may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments, and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said McKendree Methodist Episcopal Church of Cumberland, Maryland, hereby covenants to pay when legally demandable.

LAW OFFICES EARL EDMUND MANGES CUMBERLAND, MARYLAND But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in
part, or in any agreement, covenant or condition of this mortgage
then the entire mortgage debt intended to be hereby secured shall
at once become due and payable, and these presents are hereby
declared to be made in trust, and the said McKendree Methodist
Episcopal Church of Cumberland, Maryland, its successors and
assigns, or Earl E. Manges, its duly constituted attorney or

agent, are hereby authorized and empowered at any time thereafter to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in the manner following, to-wit: by giving at least twenty days' notice of the time, place, manner, and terms of sale in some newspaper published in allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said Irene M. Valentine, her heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, its successors and assigns.

and the said McKendree Methodist Episcopal Church of Cumberland, Maryland, further covenants to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or her assigns, the improvements on the hereby mortgaged land to the amount of at least Five Thousand (\$5,000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgages her heirs or assigns, to the extent of her lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

LAW OFFICES

witness, the corporate name of the Party of the First Part hereto executed by its president and its corporate seal duly attached by its secretary and attested by its secretar, and the Pastor of the Local Church and the District Superintendent duly subscribed respectively for the purpose of giving the necessary written consent as required by the Discipline of The Methodist Church, all done on the day and year first hereinbefore written:

SHOREDARY

1326

2 Tranges

THE MCKENDREE METHODIST EPISCOPAL CHURH OF CUMBERLAND, MARYLAND, A RELIGIOUS CORPORATION

By John E. Trimble CHAIRMAN - PRESIDENT

New Sec. T. C. Bell GEORGE T. C. BELL PASTOR

Sal & Marges

John H. WOOD
DISTRICT SUPERINTENDENT

STATE OF MARYLAND, COUNTY OF ALLEGANY, TO WIT:

I HEREBY CERTIFY, That on this 29 day of November, 1954, before me, the subscriber, a Notary Public of the State and , County aforesaid, personally appeared John E. Trimble, president of McKendree Methodist Episcopal Church of Cumberland, Maryland, and did acknowledge the aforegoing mortgage to be the act and deed of the said corporation, and further made oath in due form of law that he is the agent of said corporation and duly authorized to make this affidavit; and also personally appeared nev. George T. C. Bell, Pastor of said McKendree Methodist Episcopal Church of Cumberland, Maryland, and acknowledged that he did give his written consent to the above mortgage; and also personally appeared Rev. John H. Wood, District Superintendent of the Charleston District of the Washington Conference of the Methodist Church and acknowledged that he did give his written consent, to the above mortgage; and at the same time before me also personally appeared Irene M. Valentine, the within-named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS, my hand and wotarial Seal the day and year first hereinbefore written:

E SO ARE

Earl Chambrage
Notary Public

FILED AND RECORDED DECEMBER 13" 1954 at 12:10 P.M.

PURCHASE MONEY , in the day of This Morigage, made this Tenth year Nineteen Hundred and Fifty Four , by and between

Joseph Richard Whelan and Anna Maria Whelan, his wife, of Allegamy County,

Mary land -

hereinafter called Mortgagor s, which heirs, personal representatives, successors and assigns where expression shall include their the context so admits or requires, of Allegany County, State of Maryland, parties of the first part and THE CITIZENS NATIONAL BANK OF WESTERNPORT, MARYLAND, a corporation, organized under the National Banking Laws of the United States, hereinafter called Mortgagee which expression shall include its successors and assigns, of Allegany County, State of Maryland, party of the second part, witnesseth:

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money in ncipal sum of FIVE THOUSAND ______ Dollars (\$ 5,000.00). with interest from date at the rate of six per centum (6%) per annum on the unpaid principal until the principal sum of paid, principal and interest being payable at the office of The Citizens National Bank, in Westernport, Maryland.

AND WHEREAS, the said loan is evidenced by the promissory note of the said Mortgagor dated the 10th day of December 19.54, and payable on demand with interest to the order of The Citizens National Bank of Westernport, Maryland.

shall pay in reduction of the said AND WHEREAS, it is agreed that the Mortgagor note, until demand is made for the payment of the full amount due thereon, the sum of at least each month. The said monthly payments to be applied first, to the payment of \$ 50,00 accrued interest, and

Secondly, to the payment of the principal of the mortgage indebtedness, evidenced as aforesaid, and it is agreed that the remaining unpaid principal of the said note or any renewal of the same or renewal of part thereof, if not sooner demanded, shall be due and payable on the . 19 64, notwithstanding any provision in this mortgage for monthly payments thereon in the meantime, and notwithstanding no previous demands for payment thereof have been made by said Mortgagor , its successors or assigns. And the money herein berrowed is for the purchase price of the hereinafter described real estate .

NOW THEREFORE, in consideration of the premises and of the sum of one dollar in hand paid, the said Mortgagor do hereby bargain and sell, release, convey and confirm unto the said

Mortgagee, its successors and assigns, the following property, to wit:

All of those Lots or Parcels of land known as Lots Numbers One, Two, Three, Four, and Five (1,2,3,4,5 5), in Section "L" of Greene's Highland Park Addition to the Town of Westernport, Maryland, which lots front Twenty Five (25) feet each on the East side of Quality Street in said Addition and extends one hundred (100) feet in depth to First Alley. Being the same property as conveyed unto William M. LaFon, Jr., and Frances R. LaFon, his wife, by Howard H. Junkins et ux., by deed dated July 20, 1953, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 252, Felie 599, and by May G. Johnson et al., by deed dated March 22nd, 1952, and recorded among the Land Records of Allegony County, Maryland, in Liber No. 233, Folio 385, and being also the same property as conveyed unto the said parties of the first part herein by the said William H. LaFon, Jr., et ux., by deed dated of Even date herewith, and which deed is to be recorded among the Land Records of Allegamy County, Maryland, prior to the recording

AND WHEREAS this Mortgage shall also secure advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto, and any other future advances, so far as legally permissable.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED that if the said Mortgagor shall pay to the said Mortgagee the aforesaid debt, eviddenced by said promissory note or any renewal of the same or of part thereof which might hereafter be executed and in the meantime shall perform all the covenants herin on their part to be performed, then this mortgage shall be vold.

AND IT IS AGREED, that until default be made in the premises, the said Mortgagor may occupy the aforesaid property, upon paying, in the meantime, all taxes, assessments, public dues and charges levied or to be levied thereon; all of which as also said mortgage debt and the interest, thereon, the said Mortgagor s' hereby covenant to pay when legally demandable.

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BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall at once become due and payable, and at any time thereafter either the said dortgage or Horace P. Whitworth, its duly constituted attorney or agent, is hereby authorized to sell the property hereby mortgaged, and to convey the same to the purchaser or purchasers thereof. Said property shall be sold for cash after giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling.

The proceeds arising from such sale shall be applied; first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party making said sale; secondly, to the payment of all monies due and payable under this mortgage including interest on the mortgage debt to the date of ratification of auditor's report; and third, to pay the balance to the said Mortgagor s. In case of advertisement under the above power, but no sale, all expenses and ove-half of said commissions, calculated on the amount of the secured debt, shall be paid by the Mortgagor s to the person advertising.

AND the said Mortgagors further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee , the improvements on the hereby mortgaged land to an amount of at least

dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of loss, to inure to the benefit of the Mortgagee — to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgage and to pay the premium or premiums for said insurance when due.

WITNESS the hand and seal of said Mortgagors

Charles Laughlin & Joseph Ruberd MelansEAL)

Joseph Richard shelan (SEAL)

anna Marie IV helsonal.)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby certify that on this 10 day of December, in the year 1954, before me, the subscriber, a Netary Public of the State of Maryland, in and for said County, personally appeared, Joseph Richard Whelan and Anna Maria Whelan, his wife,

the within named Mortgagor 5, and acknowledged the foregoing mortgage to be their velocity and act and deed. And at the same time, before me, also personally appeared the within named Mortagee and made outh in due form of law that the consideration in said mortgage is true and bona fide as therein set forth and that he is the Agent of said Mortgagee, duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal the day and year last above written.

For value received, The Citizens notional Bank of westernport, maryland does hereby release the within mortgage, given to its by Jaste Airband Mielan it as a farmary, 1155. The Citizens waternel Bank Coporate hall the Million waternel Bank Mist. Charles within & Waternport, md, sughin of Waternport, md, was a farmary to the country of the City of the Copy of the Charles of Million o

LIBER 309 PAGE 120 FILED AND RECURDED DECEMBER 14" 1954 at 3:25 P.M. MARYLAND MORTGAGE , A. D. 19 57 by 13 th day of THIS MORTGAGE, made this John F. Daniels and Nina F. Daniels, his wife, , in the State of Maryland, nereinafter Allegany County called the Mortgagor, and
The Liberty Trust Company State of Maryland a corporation organized and existing under the laws of the hereinafter called the Mortgagee. WHEREAS, the Mortgagor, being a member of the Mortgagee,* is justly indehted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of being part of the purchase money for the property hereinafter described, with interest from date at the rate of per centum (42 %) per annum until paid, principal and interest being , in four and one-half Maryland, or at such other place as the holder hereof may payable at the office of designate in writing delivered or mailed to the Mortgagor, in monthly installments of Fifty-six Dollars and Sixty-one Cents ----- Dellars (\$56.61 , 1955, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall he , 1970. Privilege is reserved to prepay due and payable on the first day of Voncory at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100), whichever is less. AND WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date AND WHEREAS, it was a condition precedent to the making of the aforesaid loan that the repayment thereof, with interest, should he secured by the execution of these presents. Now, Therefore, This Mortgage Witnesseth, That in consideration of the premises and the sum of One Dollar (\$1) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, convey, and assign unto the Mortgagee, its successors and assigns, all the following described property in Allegany County All that lot or parcel of ground designated as part of Lot No. 37 on the map of Oak View Addition to Westernport, Allegany County, Maryland, which said part hereby intended to be conveyed is more particularly described as follows, to wit: BEGINNING for the same at the end of a line drawn North 29 degrees 30 minutes East 200.00 feet along the Westerly side of Potomac Street from its intersection with the Northerly side of Gordon Street and running thence with Potomac Street North 29 degrees 30 minutes East 34.8 feet to the Southerly side of Smoot Street; thence with Smoot Street North 65 degrees 19 minutes West 73.35 feet to a point; thence leaving Smoot Street South 28 degrees 52 minutes West 29.07 feet to a point; thence South 60 degrees 50 minutes East 72.75 feet to the place of beginning. It being the same property which was conveyed unto the said Mortgagors by deed dated the 1324 day of December, 1954, and being recorded simultaneously herewith among the Land Records of Allegany County. This mortgage is executed to secure part of the purchase money for the property herein described and conveyed, and is, therefore, a purchase money mortgage. TOGETHER with all buildings and improvements now and hereafter on said land, and the rights and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues, and profits of the above described property, (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder); and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned: To HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its Provided, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned berein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses therein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, as berein provided. When this mortgage at the request and expense of the Mortgagor, but in the event of it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (it being agreed that the default shall exist only if not made good prior to the due date of the next such installment), or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt bereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it in the event of any subsequent default.

The Mortgagor, in order more fully to protect the security of this mortgage, covenants and agrees as follows:

1. Together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage note hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said note is fully paid the following sums:

- (a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee, and of which the Mortgagor is notified) less all sums already paid therefor divided by the number of months to clapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments.
- (b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:

(I) ground rents, if any, taxes, special assessments, fire and other hazard-insurance premiums; (II) interest on the indebtedness secured hereby; and (III) amortization of the principal of said indebtedness.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this Mortgage. The Mortgagor agrees to pay a "late charge" not to exceed an amount equal to four per centum (4%) of any installment which is not paid within lifteen (15) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

this Morgage. The Mortgagor agrees to pay a "late charge" not to exceed an amount equal to four-per centum (42) of any installment which is not paid within fifteen (15) days of the due dute thereof, to cover the extra expense involved in handling delinquent payments.

2. If the total of the payments made by the Mortgagor under (a) of paragraph 1 preceding shall exceed the amount of the payments actually made by the Mortgagor for ground rents, taxes, assessments, or insurance premiums, as the case may be, such excess shall be erredited on subsequent payments to be Morgagor for such tiens. If, however, such monthly payments shall not be subsequent payments to be Morgagor and the Mortgagor shall pay to the Morgagor and amount necessary to make up the deficiency. Such payments shall be node within thirty (30), days amount necessary to make up the deficiency. Such payments shall be node within thirty (30), days amount necessary to make up the deficiency. Such payments shall be node within thirty (30), days and the Mortgagor shall tender to the Mortgagor, in accordance with the provisions of the bridge of the Mortgagor and the Mortgagor shall, in computing the amount of such indenders, credit to the force shall be a default under any of the provisions of this mortgage resulting in a public salt of the premises covered hereby, or if the Mortgagor acquires the property otherwise after default, the Mortgagor and provisions of this mortgage resulting in a public salt of the premises covered hereby, or the Mortgagor acquires the property otherwise after default, the Mortgagor and the property of the property of the force of the property of the remaining unput to the remaining to credit of Mortgagor under (a) of paragraph 1 preceding, as a result on the interest accumed and unpaid and the balance to the principal then remaining unput on the unorgage debt accumed and unpaid and the balance to the principal then remaining unput on the unorgage with the property deficiency of the property default the property default the prop

or grantee.

8. Upon a default in any of the covenants or conditions of this mortgage, the Mortgageo shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

9. He specially warrants the property heroin mortgaged, and he will execute such further assurances thereof as may be required.

thereof as may be required.

If there is a default in any of the terms, conditions, or covenants of this mortgage, then the whole of the mortgage debt remaining unpaid, together with accrued interest thereon, shall, at the option of the Mortgage, be deemed due and payable forthwith. AND the Mortgagor consents that a decree may be passed for the sale of said property (the sale to take place after a default under this mortgage shall have continued for Sixty days) and the said Mortgagor hereby authorizes and directs the said Mortgagee, its successors or assigns, or

George R. Hughes , its daily authorized attorney, after default shall have been made as aforesaid, in any of the conditions of this mortgage.

cessors or assigns, or George R. Hugnes , its daily authorized attorney, after default shall have been made as aforesaid, in any of the conditions of this mortgage, to sell the hereby mortgaged premises, and any such sale whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other general or local law of the State of Maryland, relating thereto, or any supplement, amendment, or

addition thereto. Upon any sale of said property under this mortgage, whether under the above assent to a decree or under the above power of sale, the proceeds of sale shall be applied as follows, to wit: first, to the payment of all expenses incident to said sale, including a counsel fee of F1fty Dollars for conducting the proceedings; and also a commission to the party making said sale equal to the commission allowed trustees for making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns hereunder, whether or not the same shall have then matured; third, to the reimbursement of the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and fourth the balance, if any to account of the guaranty or insurance of the indebtedness secured hereby; and fourth, the balance, if any, to the said Mortgagors, their heirs, or personal representatives or assigns.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the

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WITNESS the signature(s) and seal(s) of the Mortgagor(s) on the day and year first above written.

| | Janes M. Losly Penia I. Danielo (BEAL) |
|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | Janes M. Lorley Pena J. Daniels [SEAL] |
| | garna In Dorry [SEAL] |
| | [SEAL] |
| | STATE OF MARYLAND, ALLEGANY COUNTY to wit: |
| | I HEREBY CERTIFY, That on this day of Accember, 1954, before me, |
| | the subscriber, a Notary Public of the State of Maryland, in and for the |
| | aforesaid, personally appeared John F. Daniels and Mine F. |
| | John F. Daniels and Nina F. Daniels, his wife, |
| | foregoing mortgage to bo their respective act. |
| | At the same time also personally appeared |
| - | of the within had a second |
| | of the within body corporate, Mortgagee, and made oath in due form of law that |
| ď | the consideration of said mortgage is true and bons fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit. |
| | 4, 4 |
| | aforesaid. The Whengor, I have hereunto set my hand and affixed my official seal the day and year |
| • | aforesaid. The seal the day and year |
| r- | |
| | La seul Mark |
| - | James M. Losley Polley |

Compared and I all totorredge To Migel Irosthury That

| perc 55 |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| FILED AND ACCORDED DECEMBER 14" 1954 at 8:30 A.M. THIS MORTGAGE, Made this 13th. day of December, 1954 19 by and between James A. REIDLER and Mary Hanna REIDLER, his wife, |
| of Frostburg, Allegany County , in the State of Maryland, Mortgagor 8, and THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, Mortgagoe. |
| WHEREAS, the said Mortgagor S are justly indebted unto the Mortgagee in the full and just sum of Five Hundred and Fifty-seven |
| which is to be repaid in 20 consecutive monthly installments of \$28.00 each, beginning one month from |
| Mortgagors do grant, assign and convey unto the and Mortgagors and of the sum of One Delba at |
| and premises located in Election District No. 32 of Prostherm 133 |
| w. W. McCullon's Addition to Prostburg, Md. |
| and more fully described in a Deed from Eve M. REIDLER, widow, February 6, 1950 |
| recorded among Land Records of Allegany County, Haryland Liber 228 |

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TOGETHER with the buildings and improvements thereupon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said lot or parcel of ground with the improvemen s and appartenances aforesaid into the said THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, its successors and assigns, forever, provided that if the said Mortgagor hell heirs, executors, administrators or assigns, do and shall pay or cause to be paid to the said Mortgagee, its successors and assigns the aforesaid indebtedness, together with the interest thereon as and when the same shall become due and payable and, in the meantime, do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND, it is agreed that until default be made in the premises the said Mortgagor & may retain possession of the mortgaged property upon paying in the meantime all taxes and assessments levied on said property, all of which taxes, mortgage debt and interest thereon said Mortgagor & hereby covenant to pay when legally demandable.

AND, the said Mortgagor & further covenant to keep the improvements on the said mortgaged property fully insured against loss by fire and other hazards as the said Mortgagee may from time to time require, for the use of the Mortgagee, in some company acceptable to the Mortgagee to the extent of its lien thereon and to deliver the policy to the Mortgagee.

But in case of any default or violation of any covenant or condition of this mortgage, then the entire mortgage debt hereby secured shall at once become due and payable, and the Mortgagee, its successors or assigns, or Albert A. Doub, its, his or their duly constituted attorney or agent, are hereby empowered, at any time thereafter, to sell said property, or so much thereof as may be necessary, and to convey the same to the purchaser, or his, her or their heirs or assigns; which sale shall he made as follows: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which sale shall be at public anction for cash and the proceeds arising therefrom to apply: thus, to the payment of all monies owing under this mortgage, whether the same shall-frace been matured or not; and as to the balance, to pay it over to the Mortgagor S. Lieir representatives, heirs or assigns.

WITNESS out hand and seal 8

ATTEST:

Jul DI. Saci

Balph M. Race

STATE OF MARYLAND.

ALLEGANY COUNTY, to-wit:

HEREBY CERTIFY, That on this 13th. day of

December, 1954

Fame 1 line. James A. Reidler

Mary Hanna Reidler

before me.

(SEAL)

the subscriber, a Notary Public of the State and County aforesald, personally appeared

James A. Reidler and Mary Hanna Reidler, his wife,

the Mongagors named in the aforegoing mortgage and they acknowledged the aforegoing mortgage to be their act of the mande turn also appeared proposed the Treasurer of THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, and made outh in due form of kine that the consideration set forth in said mortgage is true and byte the first of the consideration set forth in said mortgage is true.

AS WITNESS my hand and Notarial Seal. FUBLICATION

age 111. Jais Notary Public

FILED AND RECUISED DECEMBER 16"1954 at 3:55 P.M.

Purchase Money This Mortgage, Made this.

in the year Nineteen Hundred and Fifty -four

by and between

Odith M. Brotemarkle, widower,

Allegeny

County, in the State of____

Maryland

part.y __of the first part, and CUMBERLAND SAVINGS BANK of Cumberland, Maryland, a corporation duly incorporated under the Laws of the State of Maryland, with its principal place

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of business in Cumberland, Allegany County, Maryland, party of the second part, WITNESSETH:

Unbereas, the said Odith M. Brotemarkle

standsindebted unto the CUMBERLAND SAVINGS BANK of Cumberland, Maryland, in the just and full sum of Three Thousand and no/100-----Dollars (\$ 3,000.00), to be paid with interest at the rate of sixper cent (6%) per annum, to be computed monthly on unpaid balances, in payments of at least Twenty-Five and no/100----- Dollars (\$ 25.00) per month plus interest; the first of said monthly payments being due one month from the date of these presents and each and every month thereafter until the whole principal, together with the interest accurred thereon, is paid in full, to secure which said principal, together with the interest accurring thereon, these presents are made.

And Unbereas, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1989 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments

Bow Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with interest thereon, the said Odith M. Brotemarkle

do03 give, grant, bargain and sell, convey, release and confirm unto the said CUMBER-LAND SAVINGS BANK of Cumberland, Maryland, its successors or assigns, the following prop-

All that piece or parcel of ground lying and being on the Southerly side of Second Street, in the City of Cumberland, Allegany County, Maryland, and particularly described as follows, to wit:

HEGINNING for the same at the end of the first line of a deed from Henry Whiteman and wife to Elmer W. Lashley, bearing date Geed from Henry Whiteman and wire to Elmer W. Lashley, bearing date February 22nd, 1911, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 107, folio 438, and running thence with Second Street, South 75 degrees East 60 feet; then South 15 degrees West 110 feet, then North 75 degrees West 60 feet to the end of the second line of said Lashley deed, and with said second line, reversed, North 15 degrees East 110 feet to the place of beginning.

It being the same property which was conveyed unto the said Odith M. Brotemarkle, widower, by Carl J. Langer and Margaret Langer, his wife, by deed dated the Land Records of Allegany County, Maryland, and to be recorded among the Land Records of Allegany County, Maryland, and the recording of this mortessa.

Together with the building and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Odith M. Brotemarkle, his heirs, executors, administrators or assigns, do and shall pay to the said CUMBERLAND SAVINGS BANK of Cumberland, Maryland, its successors or assigns, the aforesaid sum of Three Thousand and no/100---- Dollars (\$ 3,000.00) together with interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Egreed that until default be made in the premises, the said.

Odith M. Brotemarkle

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

Odith M. Brotemarkle

hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said CUMBERLAND

UBER 309 PAGE 125

| DAVINGS BANK of Cumberland, Mary | land, its successors or and assigns, or |
|------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| his how on their his Gorman E. | Getty |
| time thereafter, to sell the property hereby
and to grant and convey the same to the
or assigns; which sale shall be made in | or agent, are hereby authorized and empowered, at an
mortgaged or so much thereof as may be necessar
purchaser or purchasers thereof, his, her or their hei |
| from such sale to apply first to the paymentaxes levied, and a commission of eight per | d terms of sale in some newspaper published in Cun
e at public auction for cash, and the proceeds arisin
at of all expenses incident to such sale, including a
cent. to the party selling or making said sale; secondly
tr this mortgage, whether the same shall have been the |
| matured or not; and as to the balance, to | pay it over to the said |
| Odith M. Brotemarkle, his | heirs or assigns, an |
| in case of advertisement under the above p | power but no sale, one-half of the above commissio |
| shall be allowed and paid by the mortgage | ors, their representatives, heirs or assigns |
| End the said Odith M. | Brotemarkle |
| insure forthwith and pending the existence | further covenant ste |
| company or companies acceptable to the me | e of this mortgage, to keep insured by some insurance
ortgages or its successors or assigns, the improvements
and of at least |
| Three Thousand | Dollars |
| and to cause the policy or policies issued the | herefor to be so framed or endorsed, as in case of firms |
| to inure to the benefit of the mortgagee | its successors or assigns, to the extent of its or |
| their hen or claim hereunder, and to place a | such policy or policies forthwith in possession of the |
| interest as part of the mortgage debt. | said insurance and collect the premiums thereon with |
| Bitness, the hands and seals of | of said mortgagor s |
| Evelyn G. O'Donnell | Odith M. Brotemarkle |
| State of Maryland. | |
| Allegany County, to-wit: | |
| I hereby certify, That on this. | 16 El day of December |
| in the year nineteen hundred and fifty-four | , before me, the subscriber |
| a Notary Public of the State of Maryland, in a | nd for said County, personally appeared |
| Odith M. Broten | markle, widower |
| | |
| and he acknowledged the aforegoing | mortgage to be his |
| act and deed; and at the same time before me a
arcus A. Naughton an agent of the
and, Maryland. | lso personally appeared
c CUMBERLAND SAVINGS BANK, of Cumber- |
| he within named mortgagee, and made oath in d | tue form of law, that the consideration in said |
| nortgage is true and bona fide as therein set for
Marcus A. Naughton | th, and the said |
| | further made oath in due form of law that he is |
| maryland and duly authorized to make this | |
| WITNESS my hand and Notarial Seal the d | ay and year aforesaid |
| * e F | A CONTRACTOR OF THE CONTRACTOR |
| 9/E4/17 | |
| | Evelyn J.O. Drance |
| APT AT COMPANY | The state of the s |

The angle of the second second

309 MGE 126

FILED AND RECORDED DECEMBE

| This Mortgage, Made this 14TH day of DECEMBER | .м. |
|-----------------------------------------------------------------------------------------------|--------|
| year Nineteen Hundred and fifty-four by and between Eugene Brant and Gladys Brant, his wife, | in the |
| of Allegany County, in the State of Maryland part 10000 to | |

inafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Two Thousand Six Hundred Seventy-five & 00/100 -(\$2675.00) Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 52 per cent. per annum, in the manner following:

By the payment of Thirty-four & 50/100 - - (\$34,50) - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (8) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

How Uberefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in erder to secure the prompt payment of the said indebtedness at the maturity thereof, release and confirm unto the said mortgages, its successors or assigns, in fee simple, all the following described property to wit:

All that let or percel of land lying on the southerly side of Shriver Avenue in the City of Cumberland, Allegany County, Maryland, being a part of Lot No. 66, and a part of Lot No. 67 in Fairview Addition to Cumberland, a plat of which said addition is recorded in Liber No. 97, folio 203 one of the Land Records of Allegany County, Maryland, which is described in one parcel as follows, to-wit:

Beginning at a point on the southerly side of Shriver Avenue, distant 135 feet in a westerly direction from the intersection of the westerly side of Independence Alley with the southerly side of Shriver Avenue, and running then with Shriver Avenue, North 69 degrees 25 minutes West 30 feet, then at right angles to said avenue, South 20 degrees 35 minutes West 82.25 fest to a ten foot alley, then with said alley, South 67 degrees 40 minutes East 30 feet to the end of the second line of a deed from Joseph A. Birmingham, et al, to Anna G. Mateer, dated August 12, 1922, and recorded among the Land Records of Allegany County in Liber No. 141, folio 264, and then with said/line reversed. North 20 degrees 35 minutes East 83.08 feet to the place of baginning.





Being the same property which was conveyed unto the parties of the first part by deed of F. Carl Joyce and Rosalia Lavurn Joyce, his wife, dated the 2nd day of August, 1945, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 205, folio 133.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the agregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collator of this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant—generally to, and covenant—with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

to have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagers, ...thair heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein onthat part to be performed, then this mortgage shall be void.

And it is Egreed that until default be made in the premises, the said mortgagor s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Enothe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Two Thousand Six Hundred Seventy-five & 00/100 - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee; its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

End the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings

UBER 309 PAGE 128

as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do mortgagee on or before March 15th of each year tax recipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after the same shall mental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no mortgagors to keep the buildings on said property or any part thereof, and upon the failure of the debt hereby secured and the failure of the mortgage may immediate repayment of the debt hereby secured and the failure of the mortgage, and at the option of the mortgage, immediately mature the entire principal and interest hereby secured, and the mortgage may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgage's written consent, or should the same be encumbered by the mortgagors, their heirs of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after thirty days or after default in the performance of any of the aforegoing covenants or conditions for thirty consecutive days.

Hittess, the hand and seal of said mortgagors .

| Attest: | ÷2 |
|--------------------|--------------------------------------------------|
| h 111 | Fugan Brant [SEAL |
| Brass & Tana | Fugene Brant - Aladys Brant [SEAL Gladys Brant] |
| state of Maryland, | Gladys Brant |

Allegany County, to-wit:

I hereby certify, That on this 14TH day of DECEMBER
in the year nineteen Hundred and Fifty-four before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

Eugene Brant and Gladys Brant, his wife,

the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITTESS my hand and Notarial Seal the day and war aforesaid.

Notary Public.

FILED AND RECORDED DECEMBER 14" 1954 at 11:30 A.M. This Mortgage, Made this 13TM day of December,

Nineteen Hundred and Fifty -Four by and between

JAMES A. LORGAN and MARGARET MORGAN, his wife,

of Ailegany County, in the State of Maryland, party of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as weil as the masculine, as the context may require, and THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, a corporation duly incorporated under the Laws of the State of Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

WHEREAS, the said mortgagor is justly and bona fide indebted unto The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee herein, in the full sum of THREE THOUSAND FIVE HUNDRED AND NO/100- - - - - - -

(\$ 3,500.00) with interest at the rate of per centum (5 %) per annum, for which amount the said mortgagor has signed and delivered to the mortgagee a certain promissory note bearing even date herewith and payable in monthly installments of

(\$ 66,05) commencing on the 1874 day of day of each month thereafter until the principal and interest are and on the fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the 137M day of DECEMBER , 195 . Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof.

AND, WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date hereof.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

James A. Morgan and Margaret Morgan, his wife,

does hereby give, grant, bargain and seil, convey, transfer, release and confirm unto the said The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee, its successors and assigns, in fee simple, the following described property, to-wit:

ALL that tract, piece or parcel of land situate, lying and being in Election District No. 19, in Allegany County, Maryland, it being the same property which was conveyed to the said James A. Morgan and Margaret Morgan, his wife, by deed from William C. Morgan, unmarried, and others, dated January 6, 1925, and recorded in Liber No. 149, folio 346, among the Land Records of Allegany County, Maryland, to which deed special reference is hereby made for a further and more particular description of said property.

SAVING AND EXCEPTING THEREFROM, all those pieces or parts thereof which were conveyed by the said James A. Morgan and Margaret Morgan, his wife, by the following deeds:

1. Deed to Noah Hendley et ux, dated October 25, 1941, and recorded in Liber No. 191, folio 646, among said Land Records.







- 2. Deed to William Shumaker et ux dated July 24, 1941, and recorded in Liber No. 194, folio 66, among said Land Records.
- 3. Deed to Paul W. Seaman et ux, dated June 20, 1944, and recorded in Liber No. 200, folio 605, among said Land Records.
- 4. Deed to Harold Leslie Merriman, dated January 4, 1950, and reoorded in Liber No. 227, folio 559, among said Land Records.

SUBJECT ALSO to a right-of-way for a water line granted to the Borden Shaft Water-Company by deed from the said James A. Morgan et ux dated June 9, 1948, and recorded in Liber No. 221, folio 479, among said Land Records.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described lands and premises unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be vold.

AND IT IS AGREED that until defauit be made in the premises and no ionger, the said mort-gagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, and all public charges and assessments, the said mortgagor hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or ALBERT A. DOUB, its, his or their duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in the manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published In Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply; first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs or assigns, and in case of advertisement under the above power and no sale, one-half of the above commission shall be allowed and paid by the mortgagor, his representatives, heirs or assigns.

AND the said mortgagor, further covenants with the mortgagee as follows:

To insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors, or assigns, the improvements on the hereby mortgaged land to the amount of at least

To deliver to the mortgages on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgages receipts evidencing the payment of all liens for public improvements within ninety days after the same shail become due and payable and to pay and discharge within ninety days after due date any and all governmental levies that may be made on the mortgaged property, this mortgage or the indebtedness hereby secured.

To permit, commit or suffer no waste, impairment, or deterioration of said property, or any part thereof, and upon the failure of the mortgager to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgager to comply with said demand of the mortgagee for a period of sixty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire indebtedness hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver as hereinafter

provided.

That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct,

That should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor, his heirs, personal representatives or assigns without the mortgagee's written consent, then the whole of this mortgage indebtedness shall immediately become due and demandable.

That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment as herein provided, shall have continued for sixty days or after default in the performance of any of the aforegoing covenants or conditions for sixty consecutive days.

And the said mortgagor hereby warrants generally to, and covenants with the said mortgagee that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage and covenants that he will execute such further assurances as may be requisite.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readingsment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

AND it is agreed that the powers, stipulations and covenants, aforesaid are to extend to and bind the several heirs, executors, administrators, successors and assigns of the respective parties hereto.

WITNESS the hand and seal of said mortgagor.

ATTEST:

RACHEL KNIERIEN

James a Morgan (SEAL)

Margart Morgaw (SEAL)

Landwill MORGAN

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I Hereby Certify, That on this 13TH day of December, in the year Nineteen Hundred and Fifty -Four before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

JAMES A. MORGAN and MARGARET MORGAN, his wife,

and each acknowledged the foregoing mortgage to be their respective act; and at the same time, before me also personally appeared for the Kreiling Treasurer of THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said filter of the Kreiling manner make oath that he is the Treasurer, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

IN WITNESS WHEREOF I have hereto set my hand and affixed my Notarial Seal the day

RACHEL KHIERIEM

Notary Public

20 h ear set the

PILED AND RECORDED DECEMBER 16" 1954 at 11:35 A.M.

Purchase money

Chief Martinage, Made this STN day of DECEMBER in the

year Nineteen Hundred and fifty -four by and between

Edgar A. Kendall and Betty V. Kendall, his wife.

of Allegany County, in the State of Maryland, partles of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Twenty-five Hundred Fifty & 00/100 - - - (\$2550.00) - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 per cent. per annum, in the manner following:

By the payment of Twenty-seven & 06/100 - - (\$27.06) - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the

Plow Cherefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, release and confirm unto the said mortgages, its successors or assigns, in fee simple, all the following described property, to-wit:

All that certain lot or parcel of ground situated and lying on the south side of Columbia Street, in the City of Cumberland, Allegany County, Maryland, and more particularly described as follows, to-wit:

Beginning at a stake standing on the south side of Columbia Street at the end of the first line of the lot conveyed by Margaret E. Weigle et al, to Sarah A. Kraft by deed dated June 25, 1896 and recorded in Liber No. 79, folio 257 among the Land Records of Allegany County, said point being 70 feet west from the intersection of the west side of Knox Street, and the south side of Columbia Street and running then with Columbia Street North 60-3/4 degrees West 27 feet to the lot conveyed by Margaret E. Weigle et al, to Elizabeth Johnson by deed dated March 12, 1889, and recorded in Liber No. 66, folio 372 Land Records of Allegany County, Maryland, then South 29-1/4 degrees West 140 feet to German Street, and with it South 60-3/4 degrees East 27 feet to the end of the second line of the lot conveyed to Sarah A. Kraft aforessid, and with it reversed to the beginning.

Being the same property which was conveyed unto the parties of the first part by deed of David Miller and Etta B. Miller, his wife, of even date which is intended to be recorded among the Lund Records of Allegany County, Maryland, simultaneously with the recording of these

presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbranees, except for this mortgage herein, and do eovenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

to bave and to bold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgager, their, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Egreed that until default be made in the premises, the sald mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and Interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incldent to such sale including taxes, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Anothe sald mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Twenty-five Hundred Fifty & 00/100 - -(\$2550.00) - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to piace such policy or policies forthwith in possession of the mortgagee, or the mortgage may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

End the sald mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgages, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgage is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and person-

PILED AND RECORDED DECEMBER 16" 1954 at 11:35 A.M.

This Mortgage, Made this 157N day of DECEMBER

in the

year Nineteen Hundred and fifty -four by and between

Edgar A. Kendall and Betty V. Kendall, his wife,

of Allegany County, in the State of Maryland, partles of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Twenty-five Hundred Fifty & 00/100 - - - (\$2550.00)- - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 per cent. per annum, in the manner following:

By the payment of Twenty-seven & 06/100 - - (\$27.06) - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand together with the interest thereon, the said mortgagors do release and confirm unto the said mortgages, its successors or assigns, in fee simple, all the follow-

All that certain lot or parcel of ground situated and lying on the south side of Columbia Street, in the City of Cumberland, Allegany County, Maryland, and more particularly described as follows, to-wit:

Beginning at a stake stending on the south side of Columbia Street at the end of the first line of the lot conveyed by Margaret E. Weigle et al, to Sarah A. Kraft by deed dated June 25, 1896 and recorded in Liber No. 79, folio 257 among the Lend Records of Allegany County, said point being 70 feet west from the intersection of the west side of Knox Street, and the south side of Columbia Street and running then with Columbia Street North 60-3/4 degrees West 27 feet to the lot conveyed by Margaret E. Weigle et al, to Elizabeth Johnson by deed dated March 12, 1889, and recorded in Liber No. 66, folio 372 Land Records of Allegany County, Maryland, then South 29-1/4 degrees West 140 feet to German Street, and with it South 60-3/4 degrees East 27 feet to the end of the second line of the lot conveyed to Sarah A. Kraft aforessid, and with it reversed to the beginning.

Being the same property which was conveyed unto the parties of the first part by deed of David Miller and Etta B. Miller, his wife, of even date which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these

presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or Improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant—generally to, and covenant—with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they—will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

to bave and to bold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgager, their, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Egreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Anothe sald mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Thanty-five Hundred Fifty & 00/100 - - (\$2550.00) - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

End the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or failing due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and person-

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al representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax recipts evidencing the payment of all law-fully imposed taxes for the preceding calendar year; to deliver to the mortgagee recipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagers to keep the buildings on said property in good condition of repair, the mortgage may demand the immediate repair of said buildings or an increase in the amount of security, or the with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation , other than the mortgager's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any mont

Attest:

Attest:

Attest:

Agai Chendal (SEAL)

Edgar A. Kendell

Betty V. Kendell

State of Maryland,

Allegany County, to-wit:

I hereby certify. That on this ITN day of DECEMBER

in the year nineteen Hundred and Fifty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Edger A. Kendell and Betty V. Kendell, his wife,

the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law, that the proper authority to make this affidavit as agent for the said mortgagee.

WIPNESS my hand and Notarial Seal the day and year aforesaid.

Dense Itania Notary Public.

THIS DEED OF RELEASE, Made this # day of December, 1954, by and between ELIZABETH K. COBEY, of Frostburg, Allegany County, Maryland, party of the first part, and LACY ANN WELSH, of Cumberland, Allegany County, Maryland, party of the second part.

WHEREAS, by mortgage dated May 20, 1929, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 112, folio 34, the land and premises therein mentioned and described were conveyed to Clyde M. James to secure the indebtedness therein mentioned; and

WHEREAS, by an assignment dated August 31, 1929, and recorded among the aforesaid Mortgage Records of Allegany County, Maryland, in Liber No. 112, folio 35, said mortgage was assigned by Clyde M. James to the party of the first part; and

WHEREAS, the indebtedness secured by said mortgage has been fully paid and satisfied.

NOW, THEREFORE, THIS DEED OF RELEASE, WITNESSETH:

That for and in consideration of the premises and the sum of One Dollar (\$1.00), the receipt whereof is hereby acknowledged, the party of the first part does hereby release from the lien of the aforesaid mortgage and does grant and convey the property and premises mentioned and described therein unto the party of the second part, her heirs and assigns.

TO HAVE AND TO HOLD the aforesaid property unto the party of the second part, her heirs and assigns, in the same manner as if said mortgage had never been executed.

WITNESS the Hand and Seal of the party of the first part.

WITNESS:

Otici fred a Bigler Edgate the Cober SEAT

STATE OF MARYLAND,

ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this # day of December,
1954, before me, the subscriber, a Notary Public of the State of
Maryland, in and for the County aforesaid, personally appeared
Elizabeth K. Cobey and acknowledged the aforegoing deed of release
to be her act and deed.

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WITNESS my hand and Notarial Seal.



Other Public Peopler

FILED AND RECORDED DECEMBER 16" 1954 at 9:30 A.M.

This Mortgage, Made this

December,

in the year nineteen hundred and

Fifty Four,

by and between

Jonathan J. Eckhart and Sally Ann Eckhart, his wife,

of Allegany County, State of Maryland, of the first part, hereinafter called Mortgagore THE COMMERCIAL SAVINGS BANK OF CUMBERLAND, MARYLAND, a corporation duly incorporated under the laws of Maryland, of the second part, hereinafter cailed Mortgagee, Witnesseth:

Mhereus, the said Mortgagor s justly and bona fide indebted unto the said Mortgagee in the full and just sum of Two Thousand (\$2,000.00) Dollars, for which they have given their promissory note of even date herewith, payable on or before one year after date with interest at the rate of 5% per annum, payable monthly.

And whereas, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvments to the mortgaged property, as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

Nam therefore, in consideration of the premises, and in order to secure the prompt payment of the said indebtedness and any future advances as aforesaid, together with the interest thereon, the said Mortgagors do bargain, sell, give, grant, convey, release and confirm unto the said Mortgagee, its successors and assigns, the following property, to-wit: All those lots or parcels of land situate, lying and being in Allegany County, Maryland, about 5 miles West of the City of Cumberland, known and described as Lots Nos. 7 and 8 in LaVale Wonderland Addition, and more particularly described as follows, to-wit:

.. Lot No. 7: Beginning at a peg on the North side of the National Highway at the end of the first line of Lot No. 6, and running thence with said National Highway, North 13 degrees 30 minutes East 35 feet; thence, North 10 degrees West 150 feet to a 10 foot alley; and with said alley, South 43 degrees 30 minutes West 35 feet to the end of the 2nd line of Lot No. 6; and with said line reversed, South 40 degrees East 150 feet to the beginning.

way, at the end of the first line of Lot No. 7, and running thence with said National Highway, North 43 degrees 30 minutes East 35 feet; thence, North 40 degrees West 150

feet to a 10 foot alley; and with said alley, South 13 degrees 30 minutes West 35 feet to the end of the 2nd line of Lot No. 7; and with said line reversed, South 140 degrees East 150 feet to the beginning.

Being the same property conveyed by Ford's Drug Stores, Inc., to the said Jonathan J. Eckhart et ux by deed dated May 10, 1954, and recorded in Liber No. 258, folio 451, one of the Land Records of Allegany County, Maryland. Reference to said deed is hereby made for a further description.

or assigns, together with the buildings and improvements thereon, all fixtures and articles of personal property now or at any time hereafter attached to or used in any way in connection with the use, operation and occupation of the above described real estate, and the rights, roads, ways, waters. privileges, and appurtenances thereunto belonging or in anywise appertaining, in fee simple forever.

Frontier, that if the said Mortgagors, its, his, her, or their heirs, executors, administrators, successors, or assigns, do and shall pay or cause to be paid to the said Mortgagee, its successors or assigns, the aforesaid sum of - - Two Thousand (\$2,000.00) - - - dollars and the interest thereon in the manner and at the times as afore set out, and such future advances with interest thereon, as may be made as hereinbefore provided, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Amb it is agreed. that until default be made in the premises, the said Mortgagors may hold and possess the aforesaid property, upon paying, in the meantime, all taxes, assessments and public liens levied on said property and on the mortgage debt and interest hereby intended to be secured, and any lien, claim or charge against said premises which might take precedence over the lien of this mortgage; all which taxes, assessments, public liens, lien, claim, charge, mortgage debt and interest thereon, the said Mortgagors hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the said Mortgagors shall not pay all of said taxes, assessments, public liens, liens, claims and charges as and when the same become due and payable the said Mortgagee shall have the full legal right to pay the same, together with all interest, penalties and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said Mortgagee, its successors or assigns, or Wilbur V. Wilson, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell at public sale the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, its, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Allegany County, Maryland, which terms shall be at the discretion of party making said sale, and the proceeds arising from such sale to apply—first: To the payment of all expenses incident to such sale, including taxes, insurance premiums and a commission of eight per cent. to the party selling or making said sale, and if the property be advertised for default and no sale be made, one-half of said commissions shall be allowed and paid as costs, by the mortgagors , its, his, her or their representatives, heirs or assigns; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made as aforesaid, whether the same shall have then matured or not; and as to the balance, to pay it over to the said Mortgagors , its, his, her or their heirs or assigns.

And the said Mortgagors further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, against loss by fire with extended coverage, and if required, war damage to the extent available, to the amount of at least - - - Two Thousand (\$2,000.00) - - - - - dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or

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other hazard, to inure to the benefit of the Mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee, or the Mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

Witness, the hands and seals of said Mortgagor s

State of Maryland, Allegany County, to-wit:

I hereby Certify, that on this - 14H -- day of December, in the year nineteen hundred and Fifty Four, before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared

Jonathan J. Eckhart and Sally Ann Eckhart, his wife,

and acknowledged the aforegoing mortgage to be their act and deed; and at the same time, before me, also personally appeared George C.*Cook, The Commercial Savings Bank of Cumberland, Maryland, a corporation, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said George C. Cook in like manner, make oath that he is the Cashier and agent or attorney for said corporation and duly authorized by it to make this affidavit.

whereof I have hereto set my hand and affixed my Notarial Seal the day and year more written.

William Q. D. Notary Public

FILED AND RECORDED DECEMBER 16" 1954 at 9:30 A.M.

of Accorded, 1954, by and between Henry A. Dempsey and Lillian M. Dempsey, his wife, of Allegany County, Maryland,

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parties of the first part, and The Liberty Trust Company, a corporation duly incorporated under the Laws of Maryland, party of the second part, witnesseth:

WHEREAS, by mortgage dated August 24, 1946, and recorded in Liber 185, folio 531, one of the Mortgage Records of Allegeny County, which mortgage was given by the said parties of the first part hereto unto the said party of the second part hereto for the amount of Ten Thousand (\$10,000.00) Dollars, with interest thereon at the rate of four per cent (4%) per annum, and provided for monthly payments of Seventy-four (\$74.00) Dollars each, commencing on October 1, 1946, which mortgage constitutes a first lien on certain property situated along the Northwesterly side of the National Pike (Route 40) leading from the City of Cumberland to the Town of Frostburg, Maryland, and being the same property which was conveyed to the said Mortgagors by Wellington B. Lovenstein and others by deed dated August 24, 1946, and duly recorded among the Land Records of Allegeny County, and

WHEREAS, said principal indebtedness as evidenced by said mortgage has since been reduced to Fifty-one Hundred (\$5100.00) Dollars, and the interest on that amount is paid until November 1, 1954, and

WHEREAS, the said Mortgagors now desire that said monthly payments be reduced, and to that end, and to carry out that request, this Supplemental Mortgage is agreed upon by and between the parties hereto, and accepted by the said party of the second part hereto.

NOW, THEREFORE, in consideration of the premises, and of the peyments heretofore made on said mortgage as above referred to, it is hereby understood and agreed by and between the respective parties of the first and second parts hereto that the remainder of the unpeid balance of said mortgage of Fifty-one Hundred (\$5100.00) Dollars, together with the interest thereon, at the rate of four per cent (4%) per annum from November 1, 1954, shall be paid at the rate of not less then Fifty-one Dollars and Sixty-four Cents (\$51.64) each month, which said payments shall include both principal and interest at the rate aforesaid, and the first of said payments shall be made on December 1, 1954, and continue each month thereafter, making the final maturity of said mortgage and this Supplemental Mortgage to be November 1, 1964.

It is hereby further understood and agreed by and

between the parties hereto that this Supplemental Mortgage shall supersede the terms set out in the original mortgage as above referred to only to the extent of the amount and the time of the monthly payments as herein above provided, and that in all other respects the terms and conditions and obligation of the original purchase money mortgage by and between the parties hereto shall be and remain in full! force and effect.

WITNESS the hands and seals of the said parties of the first part hereto, and the signature of Charles A. Piper, President of The Liberty Trust Company of Cumberland, Maryland, together with the corporate seal hereto duly affixed, all attested , Secretary, on the day and year above written.

Kenny & vec

THE LIBERTY TRUST COMPA

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 133 day of Musel, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Henry A. Dempsey and Lillian M. Dempsey, his wife, and acknowledged the above Supplemental Mortgage to be their respective act and deed, and at the same time also personally appeared Charles A. Piper, President of The Liberty Trust Company of Cumberland, Maryland, and acknowledged the same to be the act and deed of said corporation.

WITNESS my hand and Notarial Seel the day and year bove written.

Mitgel Hesternoot Md

FILED AND RECORDED DECEMBER 17" 1954 at 10:40 A.M.

Richards tal

of Westernport, Allegany ----- County, in the State of Waryland -----parties of the first part, and The Citizens National Bank of Westernport,

Waryland, a corporation, organized under the national banking laws

of The United States of America.



of Westernport. Allagany ---- County, in the State of Maryland ----- party of the second part, WITNESSETH:

Whereas.

The parties of the first part are indebted unto the said party of the second part in the full and just sum of fifteen hundred dollars (\$1500.00) for money lent, which loan is evidenced by the promissory note of the parties of the first part, of even date herewith and payable on demand to the order of the party of the second oart in said sum of fifteen hundred dollars, at The Citizens National Bank of Westernport, Maryland. And Whereas, it was agreed between the parties hereto prior to the lending of said money and the giving of the said note that this mortgage should be executed,

Pow Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first parts.

do hereby give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors and assigns, -----

and asrigns, the following property, to-wit:

All those two certain parcels of land in Morrison's Second Addition to Westernport, in Allegany County, State of Maryland, being lot No. 5 therein and a certain other parcel of land nearby, as were described and conveyed unto the said parties of the first part herein by deed from Thomas L. White and Adrian White, his wife, dated September 20, 1949 and of record among the land records of Allegany County, Maryland in Liber No. 226, folio 476. To which deed so recorded a reference is hereby made for a more definite and particular description of the property hereby mortgaged.

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| | and improvements thereon, and the rights, roads ways, |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| waters, privileges and appurtenances | thereunto belonging or in anywise appertaining. |
| provided, that if the said | parties of the first part, their |
| | utors, administrators or assigns, do and shall pay to the said |
| | Its successors |
| entertifications or assigns. | the aforesaid sum of fifteen hundred dollara |
| | and when the same shall become due and payable, and in |
| the meantime do and shall perform all
performed, then this mortgage shall be | I the covenants herein on their part to be |
| And the second section of the second section in the second section is a second section of the second section in the second section is a second section of the second section in the second section is a second section of the second section in the second section is a second section of the second section in the second section is a second section of the s | |
| - | default be made in the premises, the said parties of |
| the first part, their heir | s or assigns |
| | y hold and possess the aforesaid property, upon paying in |
| the meantime, all taxes, assessments an | d public liens levied on said property, all which taxes, |
| hereby covenant to pay when legally d | |
| | a payment of the mortgage debt aforesaid, or of the in-
any agreement, covenant or condition of this mortgage,
to be hereby secured shall at once become due and payable, |
| | to be made in trust, and the said party of the secon |
| -part, its successors | ************************ |
| days' notice of the time, place, manner and berland, Maryland, which said sale shall if from such sale to apply first to the payretaxes levied, and a commission of eight p to the payment of all moneys owing und | d terms of sale in some newspaper published in Cum-
be at public auction for cash, and the proceeds arising
nent of all expenses incident to such sale, including all
her cent. to the party selling or making said sale; secondly,
er this mortgage, whether the same shall have been then |
| | pay it over to the said PRITIES of the first |
| in case of advertisement under the above | heirs or assigns, and |
| shall be allowed and paid by the mortgag | power but no sale, one-half of the above commission or a, their representatives, heirs or assigns. |
| End the said parties of t | he first part, their heirs and assigns |
| ********** | |
| insure forthwith, and pending the existence | e of this mortgage, to keep insured by some insurance |
| | mortgagee or 1ts successors or same |
| assigns, the improvements on the hereby i | mortgaged land to the amount of at least |
| Fifteen hundred | Dollars |
| and to cause the poncy or policies issued | therefor to be so framed or endorsed, as in case of fires, |
| to inure to the benefit of the mortgagee 1,3 | a successors |
| ofits or the | ir lien or claim hereunder, and to place such policy or |
| policies forthwith in possession of the more
and collect the premiums thereon with int | tgagee , or the mortgagee may effect said insurance |
| Mitress, the hand and seal of sai | |
| Attente | |
| Charles & Faustin | 9/10, 10 |
| | Hollie Arthur [SEAL] |
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| Louis or Smaller and Control | 3 Transa arthur [SEAL] |
| | anda Arthur |
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URISR 309 PAIRE 143

State of Maryland, Allegany County, to-wit:

Leo A Legge long lity

FILED AND RECORDED DECEMBER 17" 1954 at 12:05 P.M.

purchase money

This Mortgage, Made this 16 TN day of DECEMBER in the year Nineteen Hundred and fifty-four by and between Fred M. Propet and Mary E. Propet, his wife,

of Allegany County, in the State of Maryland, particle of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Two Thousand Six Hundred & 00/100 - - - (\$2600.00) - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 52 per cent. per annum, in the manner following:

By the payment of Twenty-eight & 21/100 - - (\$28,21) - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

How Uberclore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot, piece or parcel of land situated, lying and being on the westerly side of City View Terrace, in the City of Cumberland, Allegany County, Maryland, and known and designated as Lot No. 64 in the Holzshu Realty Company's Addition to Cumberland, a plat of which said addition is recorded in Liber No. 1, folio 7 one of the Plat Records of Allegany County, Maryland, which said property is more particularly described as follows, to-wit:

Beginning for the same at a point on the westerly side of City View Terrace, and at the intersection of the west side of City View Terrace with the northerly side of a 6 foot alley or pathway, and running then with said side of said alley or pathway, North 82 degrees 15 minutes West 67.42 feet to a 12 foot alley; then with said 12 foot alley, North 1 degree West 30.35 feet to the division line between Lots Nos. 64 and 65 in said addition; and with said division line, South 82 degrees 15 minutes East 72.05 feet to the west side of City View Terrace; and with it, South 7 degrees 45 minutes West 30 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Roy Burt Whitson and Crystal Mae Whitson, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so

THIST

advanced shall be added to the unpaid balance of this indebt oness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do _will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

GO bave and to bold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagers, their, heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid Indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein ontheirpart to be performed, then this mortgage shall be void.

And it is Egreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to great and convey the contract of the property hereby mortgaged, or so much thereof as may be necessary and to great and convey the contract of the property hereby mortgaged. at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for eash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns. the mortgagors, representatives, heirs or assigns.

Anothe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgage or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Two Thousand Six Hundred & 00/100 - - (\$2600.00) - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its llen or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

End the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgage is hereby authorized, in the event of such default, to take charge of said property and collect all rents and Issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagers, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax recipts evidencing the payment of all law-dencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property or any part thereof, and upon the failure of the importgage of the payment of the debt hereby secured and the failure of the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgage may demand the immediate repair of sald buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgage to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, with

Hitrigss, the hand and seal of sald mortgagors .

ted m. Ruget Fred M. Propet man G. Fro

Mary E. Projet

[SEAL]

Attest:

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 16 TH day of December

in the year nineteen Hundred and Fifty - COUP , before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Fred M. Propst and Mary I. Propst, his wife,

the said mortgagors herein and thay acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Notary Public.

To Flo H. Logge the Lety

FILED AND RECORDED DECEMBER 17" 1954 at 12:05 P.M.

| This Murigage, Made this 678 day of DECEMBER, year Nineteen Hundred and fifty-10ur by and between | in the |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| Byron A. Bonebreak and Thera M. Bonebreak, his wife, | 4 |
| of Allegany County, in the State of Maryland, part 125of the first partial inafter called mortgagors, and First Federal Savings and Loan Association of Cumberland corporate, incorporated under the laws of the United States of America, of Allegany County land, party of the second part, hereinafter called mortgages. | l, a body |
| WITNESSETH. | No SULTEN |

Wine Thousand Four Hundred Fifty & 00/100 - (\$9450.00) - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 per cent. per annum, in the manner following:

By the payment of Sixty-two & 37/100 (\$62.37) - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the grantling of said advance. granting of said advance.

Row Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgages, its successors or assigns, in fee simple, all the following described property to with

All that lot or parcel of ground situated on the northwest side of the Braddock Road, consisting of part of Lots Nos. 3, 4, 5 and 6 as shown on the Amended Plat of Allerany Grove Camp Ground recorded in Plat Case Box No. 150, one of the Land Records of Allegeny County, the percel of ground being situated about 5% miles westerly of Cumberland, in Allegany County, Maryland, and more particularly described as follows, to-wit:

Beginning for the same at a stake standing 10 feet at right angles from the north edge of the concrete shoulder of the present Braddock Road, said stake is also at the point of intersection of the north side of said Braddock Road with the east side of a proposed 20 foot drive-way, and continuing then with the north side of said Brandock Food which has been assumed as 44 feet in width, and with the original regnetic hearings as of the aforementioned plat of said Allegary Grove Camp Ground (vernier readings reduced to Magnetic Bearings, and with Horizontal Measurements) North 59 degrees 4 minutes East 89 feet to a stake, then North 65 degrees 39 minutes East 55.9 feet to a stake standing on the southwest edge of another proposed 20 foot driveway, then with the southwest edge of said driveway, and running parallel to and this parcel of ground, North 32 degrees 18 minutes West 102.5 feet to a stake standing on the southeast side of the former proposed 20 foot driveway. driveway, then with the southeast side of the last mentioned proposed driveway, South 17 degrees 47 minutes West 70.5 feet to a state, then South 38 degrees 53 minutes West 90.4 feet to a stake, then South 16 degrees 58 minutes East 18 feet to the beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Thomas H. Blash and Martha A. Blash, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

Subject, however, to the following restrictions which shall be covenent running with the land and enforceable by the parties hereto,

- 1. No building of any character, or any part of any building, shall be erected on the property hereby conveyed within 30 feet of the front line of said lots.
- The said premises shall be occupied and used for residence purposes only.
- No stable, chicken coop, pig pen, outbuilding, or other objectionable structures, excepting garage, shall be erected, or kept on said land.
- 4. No wooden or picket fence, except hedge fence, shall be erected on the front or division lines of the property hereby conveyed.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or Improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Heaith and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficlary and which is held by the Mortgagee as additional collateral for this Indebtedness, and any sums of money so advanced shall be added to the unpaid baiance of this Indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance poilcy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from

time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Cogetber with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to bold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgager s, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on the 1xpart to be performed, then this mortgage shall be void.

End it is Egreed that until default be made in the premises, the said mortgagor s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public items levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the Interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which saie shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public suction for cash, and the proceeds arising from such saie to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the baiance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Enothe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Nine Thousand Four Hundred Fifty & 00/100 -(\$9450.00) Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Eind the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, Issues and profits accruing or failing due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do mortgagee on or before March 18th of each year tax recipts evidencing the payment of all law-dening the payment of all ilens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgage within ninety days after due date all governmental levies that may be made on the mortgage within ninety days after due date all governmental levies that may be made on the mortgage within ninety days after due date all governmental levies that may be made on the mortgage within ninety days after due date all governmental levies that may be made on the mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagorg to keep the buildings on said property in good condition of repair, the mortgage may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgage, and at the option of the mortgage, immediately mature the entire principal and interest hereby secured, and the mortgage may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said promises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any persons, partnership or corporation , other than the mortgagors, by voluntary or involuntary grait or assignment, or in any oth

Attest:

Beau Han

Byron A. Bonebreak [SEAL Stara M. Somebreak [SEAL

State of Maryland, Allegany County, to-wit:

I hereby certify, That on this 16TH day of DECEMBER

in the year nineteen Hundred and Fifty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Byron A. Bonebreak and Thera M. Bonebreak, his wife,

the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

NESS my hand and Notarial Scal the day and wor aforesaid.

Notary Public.

1. Ho mas & Berry atty Cly

FILED AND RECORDED DECEMBER 18" 1954 at 11:00 A.M.

THIS FORTGAGE, Made this 1st day of December, 1954, by
and between EARL WARD JAMISON and JUNE Mc JEEN JAMISON, his wife,
of Allegeny County, Maryland, portion of the first tert, and IAMPRINCE H. HAFN and MARY WELEN MAYN, his wife, of Alle any County,
Maryland, portion of the second port, WITNESSETW:

WHEREAS, the parties of the first part are justly and bons fide indebted unto the parties of the second part in the full and just sum of Fifteen thousand eight hundred and eighty-two (\$15,882.00) Dollars, with interest from date at the rate of Four (4) percent per









annum, which said principal sum and interest is payable in monthly installments of at least Sixty-five (\$65.00) Dollars per month, which said monthly payments shall be applied first to the interest on the unpaid balance of the principal debt and secondly, to the reduction of the said principal amount of debt, said monthly payments to continue each and every month thereafter until the whole of said orincipal sum with interest shall be paid; it being further understood and agreed that the parties of the first part shall have the might and privilege at any and all times to pay more than sixty-five dollars per month, or to pay off said indebtedness in full at any time.

NOW, THEREFORE, THIS MORTGAGE WITNESSETF:

That for and in consideration of the premises and of the sum of One (\$1.00) Dollar in hand paid, and in order to secure the promot payment of the said indebtedness, together with the interest thereon, and in order to secure the prompt payment of such future advances together with the interest thereon, as may be made by the parties of the second part to the parties of the first part prior to the full payment of the aforesaid mortgage indebtedness and not exceeding in the aggregate the sum of Five hundred (\$500.00) Dollars and not to be made in an amount which would cause the total mortgage indebtedness to exceed the original amount thereof and to be used for paying of the costs of any repairs, alterations or improvements to the hereby mortgaged property, the said parties of the first part do give, grant, bargain and sell, convey, release and assign unto the said parties of the second part, their heirs and assigns, all those lots, pieces or parcels of ground, known and designated as Lots Nos. 7, 8, 9, 10 and 11 of Block No. 12 of Potomac Park Addition and being more particularly described as follows, to-wit:

1

Lot No. 7: BEGINNING for the same at a point on the southeasterly side of Avenue B with the northeasterly side of Avenue E., and running thence with said Avenue B, by a curve to the left of six degrees 35 minutes 40 seconds for a chord distance of 39 feet, thence with the radius of said curve extended South 43 degrees 50 minutes 18 seconds East 120 feet to a 20 foot alley and with it, by a curve to Right of 5 degrees 47 minutes 38 seconds for a chord distance of 44.38 feet to seid Avenue E and with it, North 41 degrees 16 minutes West 120 feet to the beginning.

Lot No. 8: REGIMNING at a point on the southeasterly side of Avenue B at the end of the first line of Lot No. 7, and ru thence with said Avenue B by a curve to the left of 6 degrees 35 minutes 40 seconds for a chord distance of 39 feet, thence with the

radius of said curve extended, South 46 degrees 24 minutes 36 seconds East 120 feet to a 20 foot alley and with it, by a cruve to the Right of 5 degrees 37 minutes 38 seconds for a chord distance of 44.38 feet to the end of the second line of said Lot No. 7, and reversing said second line, North 43 degrees 50 minutes 18 seconds West 120 feet to the beginning.

Lots No. 9: BEGINTING at a point on the southeasterly side of avenue B at the end of the first line of Lot No. 8 and running thence with said Avenue B by a curve to the Left of 6 degree. 25 minutes 40 seconds for a chord distance of 39 feet, thence ith the radius of sail curve extended, Youth 45 degrees 58 minutes 54 seconds East 120 feet to a 20 foot alley and with it by a curve to the Right of 5 degrees 47 minutes 38 second for a chord distance of 44.38 feet to the end of the recond line of said Not No. 3, and thence reversing said second line, North 46 degrees 24 minutes 36 seconds west 100 feet to the place of beginning.

Lot No. 10: BESINGING at a point on the southeacterly side of Evenue B at the end of the first line of Lot No. 9, and running thence with said Avenue B at the end of the first line of Lot No. 9, and running thence with said Avenue B by a curve to the Left of degrees, 35 minutes 40 seconds for a chord distance of 39 fest, thence with the radius of said curve extended, South 51 degrees 33 minutes 12 seconds East 120 feet to a 20 foot alley and with it by a curve to the Right of 5 degrees 47 minutes 38 seconds for a chord distance of 44.38 feet to the end of the second line of said Lot No. 9, and running thence reversing said second line, North 48 degrees 58 minutes 54 seconds West 120 feet to the place of beginning.

Lot No. 11: BEGINNING at a point on the southeasterly side of Avenue B by a curve to the Left of 6 degrees 35 minutes 40 seconds for a chord distance of 22 feet to the southerly side of Division Avenue and lith it South 75 degrees 03 minutes East 128 feet to a 20 foot alley and with it, by a curve to the Right of 5 degrees 47 minutes 33 seconds for a chord distance of 72.38 feet to the end of the second line of said Lot No. 10 and reversing said second line, North 51 degrees 33 minutes 12 seconds West 120 feet to the place of beginning.

IT being the same property which was conveyed to Earl ward Jamison and June McQueen Jamison, his wife, by deed deted October 7, 1953, from Wesly A. McGraw and wife, of record in Liber 260, folio 415, one of the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon,









annum, which said principal sum and interest is payable in monthly installments of at least Sixty-five (\$65.00) Dollars per month, which said monthly payments shall be applied first to the interest on the unpaid belence of the principal debt and secondly, to the reduction of the said principal amount of debt, said monthly payments to continue each and every month thereafter until the whole of said principal sum with interest shall be paid; it being further understood and agreed that the parties of the first part shall have the right and privilege at any and all times to pay more than sixty-five dollars per month, or to pay off said indebtedness in full at any time.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH:

That for and in consideration of the premises and of the sum of One (\$1.00) Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness, together with the interest thereon, and in order to secure the prompt payment of such future advances together with the interest thereon, as may be made by the parties of the second part to the parties of the first part prior to the full payment of the aforesaid mortgage indebtedness and not exceeding in the aggregate the sum of Five hundred (\$500.00) Dollars and not to be made in an amount which would cause the total mortgage indebtedness to exceed the original amount thereof and to be used for paying of the costs of any repairs, alterations or improvements to the hereby mortgaged property, the said parties of the first part do give, grant, bargain and sell, convey, release and assign unto the said parties of the second part, their heirs and assigns, all those lots, pieces or parcels of ground, known and designated as Lots Nos. 7, 8, 9, 10 and 11 of Block No. 12 of Potomac Park Addition and being more particularly described as follows, to-wit:

Lot No. 7: BEGINNING for the same at a point on the southeasterly side of Avenue B with the northeasterly side of Avenue E., and running thence with said Avenue B, by a curve to the left of six degrees 35 minutes 40 seconds for a chord distance of 39 feet, thence with the radius of said curve extended South 43 degrees 50 minutes 18 seconds East 120 feet to a 20 foot alley and with it, by a curve to Right of 5 degrees 47 minutes 38 seconds for a chord distance of 44.38 feet to said Avenue E and with it, North 41 degrees 16 minutes West 120 feet to the beginning.

Lot No. 8: REGINNING at a point on the southeasterly side of Avenue B at the end of the first line of Lot No. 7, and running thence with said Avenue B by a curve to the left of 6 degrees 35 minutes 40 seconds for a chord distance of 39 feet, thence with the

Tast 120 feet to a 20 foot alley and with it, by a cruve to the Right of 5 degrees 37 minutes 38 seconds for a chord distance of 44.38 feet to the end of the second line of said Lot No. 7, and reversing said second line, North 43 degrees 50 minutes 18 seconds West 120 feet to the beginning.

Lots No. 9: BEGINTING at a point on the southeasterly wide of Avenue B at the end of the first line of Lot No. 8 and running thence with said Avenue B by a curve to the Left of & degree 25 minutes 40 seconds for a chord distance of 39 feet, thence ith the radius of sail curve extended, South 48 degree 58 minutes 54 seconds East 120 feet to a 20 foot alley and with it by a curve to the Right of 5 degrees 47 minutes 38 second for a chord distance of 44.38 feet to the end of the recond line of said Lot No. 8, and thence reversing said second line, North 46 degrees 24 minutes 36 seconds West 100 feet to the place of beginning.

Lot No. 10: BESINNING at a point on the southeacterly side of avenue B at the end of the first line of Lot No. 9, and running thence with said Avenue B at the end of the first line of Lot No. 9, and running thence with said Avenue B by a curve to the Left of d degrees, 35 minutes 40 seconds for a chord distance of 39 feet, thence with the radius of said curve extended, South 51 degrees C3 minutes 12 seconds East 120 feet to a 20 foot alley and with it by a curve to the Right of 5 degrees 47 minutes 38 seconds for a chord distance of 44.38 feet to the end of the second line of said Lot No. 9, and running thence reversing said second line, North 48 degrees 88 minutes 54 seconds West 120 feet to the place of beginning.

Lot No. 11: BEGINNING at a point on the southeasterly side of Avenue B by a curve to the Left of 6 degrees 35 minutes 40 seconds for a chord distance of 82 feet to the southerly side of Division Avenue and lith it South 75 degrees 03 minutes Ea. 128 feet to a 20 foot alley and with it, by a curve to the Right of 5 degrees 47 minutes 38 seconds for a chord distance of 72.38 feet to the end of the second line of said Lot No. 10 and reversing said second line, North 51 degrees 33 minutes 12 seconds West 120 feet to the place of beginning.

IT being the same property which was conveyed to Earl ward Jamison and June McQueen Jamison, his wife, by deed dated October 7, 1953, from Wesly A. McGraw and wife, of record in Liber 260, folio 415, one of the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon,

and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the seid parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to tha said parties of the second part, their heirs and assigns, the aforesaid sum of Fifteen thousand eight hundred eighty-two (\$15,882.00 Dollars together with the interest thereon, in the manner and at the time as above set forth, and such future advances together with the interest thereon, as may be made by the parties of the second part to the parties of the first part as hereinbefore set forth, and in the meantime do and shall perform all the covenants herain on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said parties of the first part may hold and possess the
aforesaid property, upon paying in the meantime, all taxes, assassments and public liens levied on said property, all of which taxes,
mortgage debt and interast thereon the said parties of the first
part hereby covenant to pay when lagally demandable; and it is covenanted and agreed that in the event the parties of the first part
shall not pay ell of said taxes, assessments and public lians as
and when the same bacome due and payable, the second parties shall
have the full legal right to pay the same, together with all interest
penalties and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgaga debt aforasaid, or of the interest thareon, in whole or in part, or in any agreement, covenent, or condition of this mortgage, then the entire mortgage debt intended to be heraby secured, including such future advances as may be mede by the parties of the second part to the parties of the first part as hareinbefore set forth, shall at once become due and payable, and these presents are heraby declared to be made in trust, and the said parties of the second part, their heirs or assigns, or Thomas N. Berry, their duly constituted attorney or agent, are hereby authorized and empowered at any time theraafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns, which sale shell be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes and a commission of eight per centum to the party selling or making said sale; secondly, such future advances as may be made by the parties of the second part to the parties of the first part as hereinbefore set forth, whether the same shall have then matured or not, and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commissions shall be allowed and paid by the mort-gagors, their representatives, heirs or assigns.

An the said parties of the first part further covenant to insure forthwith and pending the existence of this mortgage, to keep insured by some insurance company or commanies ecceptable to the mortgages or their heirs end essigns, the improvements on the hereby mortgaged land to the amount of at leest Fifteen thousand (\$15,000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire to inure to the benefit of the mortgagees, their heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagees, or the mortgagees may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the seid parties of the first part do her by warrant that they have a good and merchantable fee simple title to the property hereby conveyed; that they have done nothing to encumber the said property; that they warrant both generally and specifically the title to the aforegoing property; and that they will execute any such further assurences or instruments of writing which may be found necessary in connection with these premises.

WITNESS the hends and seals of the mortgagors.

WITNESS:

Thomas n. Berry

EARL WARD JAMISON

(SEAL)

Thomas n. Berry

STATE OF LARYLAND.

ALLEGANY COUNTY, to-wit:

June McQueen Jamison (DELL)

I WEREBY CERTIFY, That on this 16 th day of December, 1954, before me, the subscriber, a Notary Public in and for the State an County aforesaid, personally appeared EARL WARD JAMISON and JUNE Mc-QUEEN JAMISON, his wife, and they acknowledged the aforegoing mort-

gage to be their act and deed; and at the same time, before me also appeared LAWRENCE H. KAHN and MARY HELEN KAHN, his wife, the within named mortgagees and each made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal.

is proof

NOTARY PUBLIC

Compared to Miled to my That

FILED AND RECORDED DECEMBER 17" 1954 at 1:40 P.M.
This Morigage, Made this 16th. day of December, in the year

Nineteen Hundred and Fifty - Four by and between

LESTER K. METZ and OLIVE A. METZ, his wife,

of Ailegany County, in the State of Maryland, party of the first part, hereinafter sometimes called mortgagor, which expression shall include the piural as well as the singular, and the feminine as well as the masculine, as the context may require, and THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, a corporation duly incorporated under the Laws of the State of Maryland, party of the second part, hereinafter called mortgages.

WITNESSETH:

Seventy-one - - - - - - - - - - - - - - - - - - 28/00 Dollars,

(\$ 71.28) commencing on the 16th. day of Jamary , 1955 and on the 16th. day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the 16th. day of December, 1974, 166c. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof.

AND, WHEREAS, this Mortgage shall also secure future advances so far as legally permissible







at the date hereof,

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Lester K. Letz and Olive A. Metz, his wife,

does hereby give, grant, bargain and sell, convey, transfer, release and confirm unto the said The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee, its successors and assigns, in fee simple, the following described property, to-wit:

ALL those two pieces, percels or lots of ground situate, lying and being in Election District No. 29, Allegany County, Laryland, and which are known and designated as Lots Nos. Four (4) and Five (5) on a Plat of "C. J. Everline Plan of Lots, LeVale, Maryland" filed in Plet Box No. 168 and which sold two purels of land are more particularly described by metes and bounds as follows, to-wit:

LOT NO. 4: Beginning for soid Lot No. 4 on the Northwesterly side of Helman boulevard at a point which is North 34 degrees 15 minutes West 500.8 feet from the intersection of Main Street with the National Mighway, below helman hellevard being an extension of said Hain Street; thence running with the division lines of Lots o and 4 of said division, South 55 degrees 45 minutes west 190.4 feet to a stake; thence North 15 degrees 5 minutes West 53.5 feet to a stake standing at the end of the division line between Lots 4 and 5 of the aforesaid subdivision; thence with said mivision line, North 55 degrees 45 minutes East 170.1 feet to a stake standing at the end of said division line at its intersection with the Northwesterly side of said helman Helman Doulevard; thence running with the said Northwesterly side of said helman Loulevard, South 34 degrees 15 minutes East 50 feet to the point of beginning.

LOT NO. 5: Beginning for said lot at the end of Line No. 3 and the beginning of Line No. 4 of Lot No. 4, hereinbefore described; and running thence with Line No. 3 reversed, South 55 degrees 45 minutes West 176.1 feet to a stake; thence North 3d degrees 40 minutes West 50 feet to a stake standing at the end of the division line between Lots 5 and 6 of said Everline Addition; thence with said division line, North 55 degrees 45 minutes East 174.8 feet to a stake standing on the Northwesterly side of Helman Boulevard; thence with the said Morthwesterly side of Helman Boulevard; South 34 degrees 15 minutes East 50 feet to the point of beginning.

BEING the same property which was conveyed to the said Laster K. Metz and Clive A. Metz, his wife, by deed from Chester J. Everline and Hartzelle K. Everline, his wife, dated September 16, 1953, and recorded in Liber No. 253, folio 346, among the Land Records of Allegany County, Maryland. Special reference to said deed is hereby made for a further description of said property and to the exceptions, reservations, restrictions and covenants running with the land therein particularly set forth.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described lands and premises unto the sald mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises and no longer, the said mort-gagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, and all public charges and assessments, the said mortgagor hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or ALBERT A. DOUB, its, his or their duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in the manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of saie in some newspaper published in Allegany County, Maryland, which said saie shall be at public auction for cash, and the proceeds arising from such sale to apply; first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the

payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs or assigns, and in case of advertisement under the above power and no sale, one-half of the above commission shall be allowed and paid by the mortgagor, his representatives, heirs or assigns.

AND the said mortgagor, further covenants with the mortgagee as follows:

To insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors, or assigns, the improvements on the hereby mortgaged land to the amount of at least

TEN THOUSAND EIGHT HUNDRED AND NO/100------(\$ 10,800.00) Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or ciaim hereunder, and to place such policy or policies forthwith in the possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

To deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfuily imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date any and all governmental levies that may be made on the mortgaged property, this mortgage or the indebtedness hereby secured.

To permit, commit or suffer no waste, impairment, or deterioration of said property, or any part thereof, and upon the failure of the mortgager to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgager to comply with said demand of the mortgagee for a period of sixty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire indebtedness hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver as hereinafter provided.

That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

That should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgager, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgager, his heirs, personal representatives or assigns without the mortgagee's written consent, then the whole of this mortgage indebtedness shall immediately become due and demandable.

That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment as herein provided, shall have continued for sixty days or after default in the performance of any of the aforegoing covenants or conditions for sixty consecutive days.

And the said mortgagor hereby warrants generally to, and covenants with the said mortgagee that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage and covenants that he will execute such further assurances as may be requisite.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shail govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

AND it is agreed that the powers, stipulations and covenants, aforesaid are to extend to and bind the several heirs, executors, administrators, successors and assigns of the respective parties hereto.

WITNESS the hand and seal of said mortgagor.

| ATTEST: | 0 ~ |
|--------------|--------------------|
| Rayl M. Race | Bestut Shelp (SEA |
| Mark M. Race | Olive A. Metz (SEA |
| | (SEA |
| | (SEA |

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I Hereby Certify, That on this 16th. day of December, in the year Nineteen Hundred and Fifty -Four before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

LESTER K. METZ and OLIVE A. METZ, his wife,

and each acknowledged the foregoing mortgage to be their respective act; and at the same time, before me also personally appeared Explaint Kreiling Treasurer of THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Explaint Kreiling further in like manner make oath that he is the Treasurer, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

IN WITNESS WHEREOF I have hereto set my hand and affixed my Notarial Seal the day and year above written.

OUBLIC)

Ralph M. Race, Notary Public

1 Bert Segu cety 3sty

| ~. | FILED | AND | RECORDED | DECEMBER | 20 1954 | at | 12:05 | P.M. |
|------|------------------|-----|--------------|---------------|---------|-----|-------|--------|
| This | Mortgage | , M | ade this 177 | M day of | DECEM | 136 | 2 | in the |
| | teen Hundred and | | | _by and betwe | | | | |

Andrew Tairigotis and Betty Mae Tairigotis, his wife,

of Allegany County, in the State of Maryland, part lasof the first part, here-inafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Wildercas, the said mortgages has this day loaned to the said mortgagors, the sum of Saventy-saven Hundred & 00/100 - - - (\$7700.00)- - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 52 per cent. per annum, in the manner following:

By the payment of Saventy-saven & 00/100 - - (\$77,00) - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said







principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgages in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgages, its successors or assigns, in fee simple, all the following described property, to-wit:

All that certain lot of ground lying and being on the southerly side of Cecelia Street, in the City of Cumberland, Allegany County, Maryland, which is more particularly described as follows, to-wit:

Beginning for the same at the intersection of the south side of Cecelia Street with the east side of an alley in the rear of the Yarnall property fronting on Park Street, and running then with the south side of Cecelia Street, North 75-1/2 degrees East 30 feet; then at right angles to said Cecelia Street, South 14-1/2 degrees East about 65 feet to the north side of the alley running between Cecelia Street and Williams Street, then with said last mentioned alley, South 86-1/6 degrees West about 58 feet to the said first mentioned alley in the rear of Park Street, then with this alley, North 11 degrees East about 60 feet to the place of beginning.

This being the same property which was conveyed to Andrew deed of Tairigotis at ux, by / the said Thomas Lohr Richards, Trustee, dated the 7th day of March, 1953, which is recorded among the Land Records of Allegany County, Maryland, in Liber No. 248, folio 209.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgages may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgages or wherein the Mortgages is the Beneficiary and which is held by the Mortgages as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Cogether with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to bold the above described land and premises unto the said mortgages,

its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Anothe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgage or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Seventy-seven Hundred & 00/100 - (\$7700.00) - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagers, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgage as follows: (1) to deliver to the mortgage on or before March 15th of each year tax recipts evidencing the payment of all law-dencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the trortgagors to keep the buildings on said property in good condition of repair, the mortgage may immediate repayment of the debt hereby secured and the failure of the mortgage, and at the option of the mortgage, immediately mature the entire principal and interest hortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder any security for the debt) to the appointment of a receiver to collect the rents and profits of said gaged property be acquired by any person, persons, partnership or corporation of the herein mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgage, their heirs of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after thirty days or after default in the performance of any of the aforegoing covenants or conditions for thirty consecutive days.

Hittiess, the hand and seal of said mortgagora.

| Attest: | and the same of th |
|----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A the | Andrew Tsirigotis [SEAL] |
| A flesh of the | Berty Mae Teirfeotis [SEAL] |
| | [SEAL] |
| | [SEAL] |

UBER 309 MGE 160

State of Maryland, Allegany County, to-wit:

I hereby certify, That on this 17 7" day of DECENBER

in the year nineteen Hundred and Fifty four , before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Andrew Tsirigotis and Betty Hae Tsirigotis, his wife,

the said mortgagors herein and thay acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bons fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and car aforesaid.

Notary Public.

Compared and States Determined &

FILED AND RECORDED DECEMBER 20"1954 at 2:30 P.M.

This Morigage, Made this 17th day of December

in the year Nineteen Hundred and Fifty -four by and between

Charles C. Sulliven and June V. Sullivan, his wife, parties of the first part, and George E. Owings, party of the second part,

Ombereas, the said Charles C. Sullivan and June V. Sullivan, his







UBER 309 MGE 161

Dollars (\$ 50.00 payments being due one month from the date of these presents and each and every month thereafter until the whole principal, together with the interest accured thereon, is paid in full, to secure which said principal, together with the interest accuring thereon, these presents are made.

It is further agreed by the said Charles C. Sullivan and June V. Sulliven, his wife, that in addition to the above payments of principal and interest on this mortgage that they will pay into an Escrow Account in the Cumberland Savings Bank of Cumberland, Maryland, the additional monthly sum of Thirty Dollars (\$30.00) to secure the payment of City, County and State taxes, insurance premiums and any other public liens assessed against the property hereinafter described

And Unbereas, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments

bow Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with interest thereon, the said Charles C. Sullivan and June V. Sullivan, his wife,

give, grant, bargain and sell, convey, release and confirm unto the said CUMBER-LAND SAVINGS BANK of Cumberland, Maryland, its successors or assigns, the following property, to-wit:

All that lot, piece or parcel of land, lying and being on the East side of Virginia Avenue, in the City of Cumberland, Maryland, and known as Nos. 330, 332, 334 and 336 Virginia Avenue, and being part of Lot No. 40 in South Side Addition to Cumberland, Maryland,

BEGINNING for the same at a point on Virginia Avenue where the Northern Boundary line of said Addition intersects Virginia Avenue on the East side of said Avenue, and running thence with said Avenue South 33 degrees 34 minutes West 32-6/10 feet to the end of the second line of Lot No. 39 of said Addition; and then with said second line reversed, South 71 degrees 26 minutes East 100 feet, more or less, to a point on said second line where it would be intersected by the prolongation in a Northeasterly direction of the West side of York Place; then with said line of the West side of York Place extended North 33 degrees 34 minutes East 32-6/10 feet to the North Boundary line of said Addition, then with said Boundary Line, North 71 degrees 43 minutes West about 100 feet to the place

It being the same property which was conveyed to Charles C. Sulliven by Myrtle L. Clingerman (divorced) by deed dated the 19th day of September, 1944, and recorded in Liber 201, folio 427, one of the Land Records of Allegany County, Maryland.

The hereinbefore described property was made the subject of a certain unrecorded Lease and Option Agreement dated December 29, 1953, by and between Charles C. Sullivan and June Sullivan, his wife, and by and between Charles C. Sullivan and June Sullivan, his wife, and George E. Owings, party of the second part herein; and the said George E. Owings joins in this mortgage for the purpose of expressly consenting to the mortgaging of this property and agreeing that any and all rights and privileges granted him in said Lesse and Option Agreement shall be made subject to the lien of this mortgage.

Together with the building and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Charles C. Sullivan and June V. Sullivan, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said CUMBERLAND SAVINGS BANK of Cumberland, Maryland, its successors or assigns, the aforesaid sum of Seventy-Two Hundred and Fifty and no/100----_) together with interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Bind it is Egreed that until default be made in the premises, the said

| Charles C. Sullivan and June V. Sullivan, his wife, | 200 |
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| | |
| may hold and possess the aforesaid property, upon paying the meantime, all taxes, assessments and public liens levied on said property, all which tax | in |
| mortgage debt and interest thereon, the said Charles C. Sullivan and June V. | |
| Sullivan, his wife, | |
| hereby covenant to pay when legally demandable. | |
| But in case of default being made in payment of the mortgage debt aforesaid, or of the iterest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage that the entire mortgage debt intended to be hereby secured shall at once become due and payab and these presents are hereby declared to be made in trust, and the said CUMBERLAN | ge, |
| SAVINGS BANK of Cumberland, Maryland, its successors or and assigns, or | |
| his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at as time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessar and to grant and convey the same to the purchaser or purchasers thereof, his, her or their het or assigns; which sale shall be made in manner following to-wit: By giving at least twen days' notice of the time, place, manner and terms of sale in some newspaper published in Cur berland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including a taxes levied, and a commission of eight per cent. to the party selling or making sald sale; secondit to the payment of all moneys owing under this mortgage, whether the same shall have been the | ty
n-
ng |
| matured or not; and as to the balance, to pay it over to the said Charles C. Sullivan | _ |
| and June V. Sullivan, his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor 8, their representatives, heirs or assign | on |
| End the said Charles C. Sulliven and June V. Sullivan, his | |
| wife, further covenant t | - |
| company or companies acceptable to the mortgagee or its successors or assigns, the improvement on the hereby mortgaged land to the amount of at least Soventy-Three Hundred | s,
r |
| Bitness, the hand sand seals of sald management parties of the first and second parts the day and year first above written. Attest | ď |
| Charles C. Sullivan | 1 |
| June V Sullivan (8m) | |
| Learge E. Owings [Seal] | ,3 |
| rate of Maryland, | _ |
| Allegany County, to-wit: | |
| And the state of t | |
| I hereby certify, That on this 17th day of December | 1 |
| the year nineteen hundred and fifty—four——————————————————————————————————— | 1 |
| Charles C. Sullivan and June V. Sullivan, his wife, and George E. Owings | 1 |
| they acknowledged the aforegoing mortgage to be their | |
| t and deed; and at the same time before me also personally appeared | 136730 |
| | The second second |



land, Maryland. the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and the said Marcus A. Naughton further made oath in due form of law that he is the Vice-President and agent, of the CUMBERLAND SAVINGS BANK of Cumberland, Maryland and duly authorized to make this affidavit. PNESS my hand and Notarial Seal the day and year aforesaid. Evelyn G. O Drundl.
Notary Public

1 Les Hegge ille, cit,

FILED AND MECONDED DECEMBER 20" 1954 at 12:05 P.M. purchase money

This Morinage, Made this 12 TH day of DECEMBER in the year Nineteen Hundred and fifty -four by and between James W. Stern, Jr. and Ruth N. Stern, his wife,

of Allegany County, in the State of Maryland, part 128of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Unbereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Fourteen Thousand Eight Hundred & 00/100 - - (\$14,800.00) - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 42 per cent. per annum, in the manner following:

By the payment of Ninety-three & 62/100 - - - (\$93.62) - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Plow Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, release and confirm unto the said mortgages, its successors or assigns, in fee simple, all the following described property, to-wit:

All those lots, pieces or parcels of ground lying and being on the southerly side of LaVale Court known and designated as whole Lot No. 122 and part of Lot No. 123 in LaVale Boulevard Court Addition, LaVale, Allegany County, Maryland, a plat of which said addition is recorded in Liber No. 1, folio 75 one of the Plat Records of Allegany County, Maryland, which said lots are more particularly described as follows, to-wit:

Beginning for the same on the southerly side of LaVale

Court at the end of the first line of Lot No. 121 in said addition and

running then with said LaVale Court North 48 degrees 20 minutes West 75

feet, then South 41 degrees 40 minutes West 162.5 feet to the northerly

side of LaVale Annex, then with said LaVale Annex South 48 degrees 20

minutes East 75 feet to the end of the second line of said Lot No. 121

und then with said second line reversed North 41 degrees 40 minutes

Last 162.5 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Raiph G. Cover and Ethel M. Cover, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain ail buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

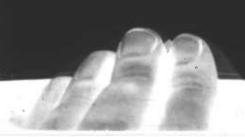
It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Cogether with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

to bave and to bold the above described land and premises unto the said mortgages, its successors and assigns, forever, provided that if the said mortgagers, theirs, executors, administrators or assigns, do and shall pay to the said mortgages, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on the 1 Frent to be performed then this mortgages shall be weld.

Into it is Eigreed that until default be made in the premises, the mid mortgagor a may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon. The mid-



mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Anothe said mortgagors, further covenant to Insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Fourteen Thousand Fight Hundred & 00/100 - (\$14,800.00 bollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee. or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do mortgagee on or before March 15th of each year tax recipts evidencing the payment of all law-deneing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the martgagors to keep the buildings on said property, or any part thereof, and upon the failure of the martgagors to keep the buildings on said property in good condition of repair, the mortgage may demand the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to forcelose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to forcelose it, shall be entitled (without regard to the adequacy of any seemity for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagor's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns,

Hittess, the hand and seal of said mortgagors.

James W. Stern Jr.

State of marylano,

Attest:

Allegany County, to-wit:

I hereby certify, That on this 17 TN day of December

[SEAL]

in the year nineteen Hundred and Fifty-four , before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

James W. Stern, Jr. and Ruth N. Stern, his wife.

the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and

UBER 309 MGE 166

agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WIENESS my hand and Notarial Seal the day and year aforesaid.

Notary Public.

Magel Pringle nd

FILED AND RECORDED DECEMBER 20" 1954 at 3:35 P.M. PURCHASE MONEY This Murigage, Made this 15th day of December ____, by and between in the year Nineteen Hundred and Fifty - Four JAMES WALTER GRANT and PAULINE GRANT, his wife ___County, in the State of Maryland Allegany parties of the first part, and CHARLES R. GRANT and EVA V. GRANT, his wife, ____County, in the State of Maryland Allegany parties____of the second part, WITNESSETH: Dubereas. The parties of the first part are indebted unto the parties of the second part in the full and just sum of Thirty-Six Hundred (\$3,600.00) Dollars, being part of the purchase price of the property hereby conveyed, which principal sum, without interest, is to be paid by the parties of the first part to the parties of the second part at the rate of not less than Forty (\$40.00) per month; the first of said payments to be due and payable on the 15th day of December, 1954, and to continue monthly on the 15th day of each and every month until the amount of principal is paid in full. How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said... parties of the first part

give, grant, bargain and sell, convey, release and confirm unto the sai

parties of the second part, their

heirs and assigns, the following property, to-wit:

ALL that lot or parcel of land situated in Cresaptown, Allegany County, Maryland, and described as follows:

BEGINNING for the same at a point on the Southerly side of Cecil Avenue Extended, 89 feet along said Avenue from the North-east corner of the land now occupied by the grantors as a residence, and running South 24 degrees East 125 feet to a stake located at the Northerly end of a ten-foot Alley which runs to Brant Road; thence South 66 degrees West 61 feet to a stake on the East margin of Pine Street Extended; thence North 24 degrees West 125 feet to a stake at the Southerly margin of Cecil Avenue Extended; thence with said Cecil Avenue Extended North 66 degrees East 61 feet to the place of beginning, containing .175 acre, more or less.

BEING the same property which was conveyed by the parties of the second part to the parties of the first part by deed of even date, and which is to be recorded among the Land Records of Allegany County, Maryland, prior to the recording of this mortgage.

Coaether with the buildings and in

| with the buildings and improvements thereon, and the rights, roads, ways |
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| waters, privileges and appurtenances thereunto belonging or in anywise appertaining. |
| Provided, that if the said parties of the first part |
| their heirs, executors, administrators or assigns, do and shall pay to the said |
| parties of the second part, their |
| executors , administrator or assigns, the aforesaid sum of |
| The state of the s |
| Thirty-Six Hundred (\$3,600.00) Dollars |
| together with the interest thereon, as and when the same shall become due and payable, and in |
| the meantime do and shall perform all the covenants herein on their part to be |
| performed, then this mortgage shall be void. |
| And it is Agreed that until default be made in the premises, the said |
| parties of the first part |
| may hold and possess the aforceald property, upon paying in |
| the meantime, all taxes, assessments and public liens levied on said property, all which taxes, |
| mortgage debt and interest thereon, the sald |
| |
| parties of the first part hereby covenant to pay when legally demandable. |
| But in case of default being made in payment of the mortgage debt aforesaid, or of the Interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, |
| and these presents are hereby declared to be made in trust, and the said |
| parties of the second part, their |
| heirs, executors, administrators and assigns, or <u>Willam M. Somerville</u> , his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for eash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then |
| matured or not; and as to the balance, to pay it over to the said |

in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

heirs or assigns, and

parties of the first part, their

| | And the said parties of the first part |
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| _ | further covenant to |
| ins | are forthwith, and pending the existence of this mortgage, to keep insured by some insurance |
| Con | npany or companies acceptable to the mortgageeSor their heirs or |
| 888 | gns, the improvements on the hereby mortgaged land to the amount of at least |
| _ | Thirty-Six Hundred (\$3,600.00) Dollars, |
| | to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, |
| to i | nure to the benefit of the mortgagees, their heirs or assigns, to the extent |
| of_ | their lien or claim hereunder, and to place such policy or |
| | ries forthwith in possession of the mortgageeS , or the mortgagee may effect said insurance |
| and | collect the premiums thereon with interest as part of the mortgage debt |
| | Witness, the hand and seal of said mortgagor s. |
| Atte | |
| | Mahil Boon James Walter Grant [SEAL] |
| | Catal Book James Walter Grant [SEAL] |
| - | Pauline Shant [SEAL] |
| 81 | ate of Maryland. |
| - | |
| 44 | legany County, to-wit: |
| | 3 herebu certifu That was a 2500 |
| ***** | I hereby certify. That on this 15th day of December |
| | he year nineteen Hundred and Fifty_Four, before me, the subscriber, |
| a N | otary Public of the State of Maryland, in and for said County, personally appeared |
| | |
| | JAMES WALTER GRANT and PAULINE GRANT, his wife, |
| and. | each acknowledged the aforegoing mortgage to be their respective |
| act i | and deed; and at the same time before me also personally appeared. |
| | Charles R. Grant, one of the |
| the v | within named mortgagees, and made oath in due form of law, that the consideration in said |
| midit | give is true and bona fide as therein set for forth. |
| 5= L | DU |
| OT | Maria I was |
| * * | Williams hand and Notarial Seal the day and year aforesaid. |
| В | m. 1.0 /a |
| 7 6 | Mahl Boon |
| | Notary Public. |

| TIME WAD WELD WELD | DECEMBER 21" | 1954 at 3:1 | LO P.M. |
|-------------------------------------------|--------------|---------------|------------------|
| PURCHASE MONEY Unis Murinage, Made this_ | 2/st da | y of November |) · |
| in the year Nineteen Hundred and fifty-fo | | | , by and between |
| ERNEST S. BUCKLEW and HE | LEN V. BUCK | CLEW, his wif | e, |
| | | | |

of Allegany County, in the State of Maryland, parties of the first part, and

IRVING MILLENSON

Z Allegany County, in the State of Maryland. of the second part, WITNESSETH:

Wigerras. the parties of the first part are indebted unto the party of the second part in the full and just sum of Sixty-five Hundred Dollars (\$6,500.00) this day loaned the parties of the first part by the party of the second part, which said sum is to be repaid with interest thereon at the rate of six per cent per annum in monthly installments of \$72.17 each; said payments include both principal and interest, which interest shall be calculated and credited semi-annually. The first of said monthly installments is due one month from the date hereof and shall continue until said principal and interest are fully paid.

It is understood and agreed that the parties of the first part have the right to pay, in addition to the aforementioned monthly payments, the principal sum then due hereunder or any part thereof, in an amount equal to one or more monthly payments.

AND WHEREAS, this mortgage shall also secure fature advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Non Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said part ies of the first give, grant, bargain and sell, convey, release and confirm unto the sald part y__ of the second part . his heirs and assigns, the following property, to-wit:

ALL that lot, piece or parcel of ground lying and being in Cumberland, Allegany County, Maryland, being the eastern half of Lot No. 39 in Bealls First Addition to Cumberland, a plat of which addition is recorded in Deeds Liber E, folio 76 among the Land Records of Allegany County, Maryland, which said property is more particularly described as follows, to wit:

BEGINNING for the same at a point standing on the northerly side of North Centre Street (formerly known as Jefferson Street) at a point where the division line between Lots 38 and 39 of Bealls First Addition to Cumberland intersects the same, and running thence with said side of said North Centre Street North 65 degrees West 33 feet; thence North 21-1/2 degrees East 188 feet; thence South 65 degrees East 33 feet to the aforementioned division line between Lots 38 and 39; thence with said division line South 21-1/2 degrees West 188 feet to the place of beginning.

IT being the same property which was conveyed by Leonard M. Shertzer et ux to Ernest S. Bucklew et ux by deed dated as of even date and to be recorded among the Land Records of Allegany County, Maryland, prior to the recordation of this mortgage which is given to secure part of the purchase price of the property therein described and conveyed.

Tagether with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Browided, that if the said part ica of the first part, their heirs, executors, administra-

LIBER 309 PAGE 170

| tors or assigns, do and shall pay to the sald part y of the second part . his |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| executor , administrator or assigns, the aforesaid sum of |
| Sixty-five Hundred and 00/100 Dollars (\$6,500.00) |
| together with the interest thereon, and any future advances made as aforesaid, as and when the |
| same shall become due and payable, and in the meantime do and shall perform all the covenants |
| herein on their part to be performed, then this mortgage shall be vold. |
| And it is Agreed that until default be made in the premises, the said parties of the |
| first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public llens levled on said property, all which taxes, mortgage debt and interest |
| thereon, the sald parties of the first part hereby covenant to pay when legally demandable. |
| But in case of default being made in payment of the mortgage debt aforesaid, or of the interest
thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of
this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become |
| due and payable, and these presents are hereby declared to be made in trust, and the said part y |
| of the second part, his heirs, executors, administrators and assigns, or |
| COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby |
| mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shail be made in manner following to-wit: By giving at least twenty days' notice of the time, piace, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of ail expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over |
| to the sald partias of the first part their heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed |
| and pald by the mortgagor s, their representatives, helrs or assigns. |
| And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies |
| acceptable to the mortgagee or his assigns, the improvements on the hereby mortgaged land to |
| the amount of at least Sixty-five Hundred and 00/100 Doilars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire |
| or other losses to inure to the benefit of the mortgagee , his heirs or |
| assigns, to the extent of his lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt. |
| Witness: Witness: Witness: Const & Bucy slaw [Seal] ERNEST S. BUCKLEW Weller & Bucklew [Seal] HELEN V. BUCKLEW [Seal] |
| THE PART OF THE PROPERTY OF THE PARTY OF THE |
| [Seal] |
| |
| |
| |

I



100 309 ME 171

Allegany County, to-mit:

3 hereby certify, That on this 2/2 day of November.

in the year nineteen hundred and fifty-four before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared

Ernest S. Bucklew and Helen V. Bucklew, his wife,

and they acknowledged the aforegoing mortgage to be their respective act and deed; and at the same time before me also personally appeared

Irving Millenson

the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

Commendant VIII Immeril

FILED AND RECURDED DECEMBER-21" 1954 at 8:30 A.M.

This Mortgage, Made this 18 day of December in the year Nineteen Hundred and fifty-four , by and between

- - MILFORD C. STEELE and LILLIAN M. STEELE, his wife - -

Militarios TAL ACT OF HAY

part ies of the first part, and THE SECOND NATIONAL BANK OF CUMBERLAND, a corporation duly incorporated under the laws of the United States of America, with its principal office in

part.y of the second part, WITNESSETH:

Whereas, the parties of the first part are indebted unto the party of the

second part in the full and just sum of Eight Hundred Dollars (\$800.00) this day loaned the parties of the first part by the party of the second part, which said sum is to be repaid with interest thereon at the rate of five per cent per annum in monthly installments of \$25.00 each; said payments include both principal and interest, which interest shall be calculated and credited monthly. The first of saidmonthly installments is due one month from the date hereof and shall continue until said principal and interest are fully paid.

It is understood and agreed that the parties of the first part have the right to pay, in addition to the aforementioned monthly payments, the principal sum then due hereunder or any part thereof, in an amount equal to one or more monthly payments.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition), as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one doilar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said part ies of the first give, grant, bargain and seil, convey, release and confirm unto the said part y of the second part . its successors hears and assigns, the following property, to-wit:

ALL THOSE LOTS, pieces or parcels of ground situate lying and being on the easterly side of the Mt. Savage Road in Allegany County, Maryland, and being parts of Lots 6, 7 and 8 in Block 1 as designated on a plat of the aub-division of the property of Joseph H. Reinhart dated September 10, 1921, and recorded in Plat Case Box 44 among the Land Records of Allegany County, Maryland, which said property is more particularly described as follows, to wit:

BEGINNING for the same at a point on the south side of Bradower Avenue at its intersection with the easterly side of Mt. Savage Road and running thence with said Bradower Avenue North 76 degrees 35 minutes East 74 feet; thence leaving Bradower Avenue and parallel to Mt. Savage Road, South 7 degrees 30 minutes East 75 feet; thence South 76 degrees 36 minutes West 74 feet to the Mt. Savage Road; thence with said Road North 7 degrees 30 minutes West 75 feet to the place of beginning.

IT being the same property which was conveyed by Stanley H. Harman et ux to Milford C. Steele et ux by deed dated January 11, 1952, and recorded in Deeds Liber 237, folio 326 among the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Froutded, that if the said part is of the first part, their heirs, executors, administrators or assigns, do and shail pay to the said part y _____ of the second part ____ its successors executoroccasheinistestes or assigns, the aforesaid sum of...

together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, ali taxes, assessments and public ilens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said part_y_ its successors of the second part.

desperantement administrations and assigns, or

COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby



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| | mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the sald parties of the first part, their heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, helrs or assigns. And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies |
|---|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | the amount of at least Eight Hundred |
| | or other losses to inure to the benefit of the mortgagee . its successors |
| | assigns, to the extent ofitslien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with Interest as part of the mortgage debt. |
| | Hittrss, the hands and seals of said mortgagors. |
| | Witness: Milford C. STEELE [Seal] Lillian M. STEELE [Seal] |
| | |
| 1 | State of Maryland, |
| | Allegany County, to-wit: |
| İ | I hereby rertify. That on this /pth day of December |
| | in the year nineteen hundred and <u>fifty-four</u> , before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared |
| 1 | Milford C. Steele and Lillian M. Steele, his wife, |
| | and they acknowledged the aforegoing mortgage to be their respective |
| | act and deed; and at the same time before me also personally appeared John H. Mosner. Vice-President of the Second National Bank, |
| | the within named mortgagee and made oath in due form of law, that the consideration in said |
| 2 | mortgage in true and bone fide as therein set forth, and further made oath that he is the Vice, President of said Bank and duly authorized by it to make this affidavit. |
| | WITNESS my hand and Notarial Seal the day and year aforesaid. |
| | Patty and 10 Notary Public |
| | |

FILED AND RECORDED DECEMBER 21 1954 at 12:05 P.M. purchase money

This Anrique, Made this 2 of day of DECEMBER in the year Nineteen Hundred and fifty - four by and between Raymond R. Osbourne and Josephine T. Osbourne, his wife,

of Allegany County, in the State of Maryland, part 16Sof the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgages.

WITNESSETH:

Wilbereas, the said mortgages has this day loaned to the said mortgagors, the sum of Six Thousand Four Hundred Eighty & 00/100 - - (\$64.80.00) Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 42 per cent. per annum, in the manner following:

By the payment of Forty-nine & 57/100 - - - - (349.57) - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgages in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Plow Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagers do give, grant bargain and sell, convey, release and confirm unto the said mortgages, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot, piece or parcel of ground lying and being in Cumberland, Allegany County, Maryland, and being part of Lot No. 7 of the Mudge Lots, a plat of which lots is recorded in Deeds Liber 104, folio 745 among the Land Records of Allegany County, Maryland, which said property is more particularly described as follows, to-wit:

Beginning for the same at a point on the westerly side of Cak Street at the end of a line drawn South 15 degrees 9 minutes west 70 feet from the intersection formed by the westerly side of Cak Street and the southerly side of Fairfax Street (formerly known as Smith Street) and being also at a point where the division lines between Lots 6 and 7 of said Mudge Lots intersects the westerly side of Cak Street, and running then with said side of said Cak Street South 15 degrees 9 minutes west 34.6 feet; then North 75 degrees 8 minutes West 175 feet to the easterly side of a 15 foot alley; then with said side of said alley North 15 degrees 9 minutes East 34.39 feet to the aforementioned division line between Lots 6 and 7 of said Mudge Lots; and then with said division line South 74 degrees 34 minutes East 175 feet to the place of beginning.



Being the same property which was conveyed unto the parties of the first part by deed of William R. Carscaden, Trustee, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

And it is Egreed that until default be made in the premises, the said mortgagor may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor 3 hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Emothe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgage or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Six Thousand Four Hundred Eighty & 00/100 - (\$64.80.00) Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Bnd the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default,

309 MGE 176

to take charge of said property and collect all rents and issues therefrom pending such proceed as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax recipits evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee recipits evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no mortgagoro to keep the buildings on said property in good condition of repair, the mortgage may immediate repayment of the debt hereby secured and the failure of the mortgage, and at the option of the mortgage, eight mediately mature the entire principal and interest hereby secured, and the mortgage may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without and personal representatives and assigns, without the mortgagee's written consent, then the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, is, then the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any of the aforegoing covenants or conditions default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the aforegoing covenants or conditions

Illitiess, the hand and seal of said mortgagors .

Attest:

State of Maryland,

Allegany County, to-wit:

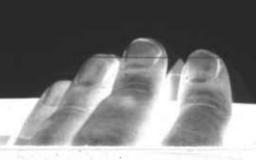
I hereby certify, That on this.

in the year nineteen Hundred and Fifty-four , before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Raymond R. Osbourne and Josephine T. Osbourne, his wife,

the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

with Ss my hand and Notarial Seal the day and par aforesaid.



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FILED AND RECORDED DECEMBER 21" 1954 at 12:05 P.M.

| - 1355 AND 1650 NOD 3502 DER 21" 1994 at 12.0) F.M. |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| PURCHASE MONEY |
| This Murigage, Made this 207% day of December, in the |
| year Nincteen Hundred and fifty four by and between |
| Tom W. King and Anna G. King, his wife, |
| of Allegany County, in the State of Maryland, part 1820f the first part, here inafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee. WITNESSETH: |
| |
| Unbereas, the said mortgagee has this day loaned to the said mortgagors, the sum of |
| Five Thousand Three Hundred Fifty Five (\$5355.00) Dollars |

which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of per cent. per annum, in the manner following:

By the payment of Thirty Three and 90/100 (\$33.90)

on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Provided to the property of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, give, grant bargain and sell, convey, release and confirm unto the said mortgages, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot or parcel of ground situated on the southeasterly side of Eim Street, it being the southerly half of Lot No. 55 in Haley's Addition to the City of Cumberland, Allegany County, Maryland, a plat of which said addition is recorded in Liber 34, Folio 718, one of the Land Records of Allegany County, Maryland, which said lot is more particularly described as follows, to wit:

Beginning for the same at a chiseled "X" on the southeasterly side of Elm Street, said chiecled "X" etanding North 27 degrees East 100 feet from a chiecled "X" at the point of intersection of the said coutheasterly side of Elm Street and the couthwesterly side of Spring Street, the last named "X" being an ancient mark and the established point of intersection of the said streets and also 1.5 feet southwesterly of the corner of the dwelling standing at the said intersection, and running then from the first named chiseled "X" at a right angle to Elm Street and parallel with Spring Street South 63 degrees East 100 feet to an iron stake standing on the northwesterly side of

parallel with Eim Street North 27 degrees East 25 feet to a locuet etake, then parallel with Spring Street North 63 degrees West 100 feet to a chiseled "X" on the southeasterly side of Elm Street, and then with said side of Elm Street South 27 degrees West 25 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Atlee W. Smoot et ux of even date which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the fuil payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 963 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is heid by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that thay will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To bave and to bold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgager s, that reliefs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shail become due and payable, and in the meantime do and shall perform all the covenants herein on the part to be performed, then this mortgage shall be void.

And it is Egreed that until default be made in the premises, the said mortgagor s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor s hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage dot aforesid, or of the interest thereon, in whole or in part, or in any arresement, covenant or condition of this mortgage, then the entire mortgage dot intended to be made in trust, and the said mortgages, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are flet'eby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, piace, manner and terms of sale in some newspaper published in Cumberland, Maryiand, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the baiance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Hnothe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mort-



URER 309 PAGE 179

gagee or its successors or assigns, the improvements on the hereby mortgaged and to the amount of at least Five Thousand Three Hundred Fifty Five (\$5355.00)

Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest, as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of al representatives, do al representatives, do mortgagee on or before mortgagee on or before fully imposed taxes for the preceding calendar year; to deliver to the mortgagee recipts evideneing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the fnilure of the mortgage. and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation—, other than the mortgagee's written consent, or should the same be encumbered by the mortgagers, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said mortgage debt intended hereby to he secured shall become due and demandable after thirty days or after defaul

Hitress, the hand and seal of said mortgagors

| Attest: | The state of the s | |
|-------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| ' | 1 201. | |
| 9. 14 | TOM W. KING | [SEAL |
| Chau XXI | anna & ting | [SEAL] |
| State of Manufact | ANNA G. KING | |

State of Maryland,

Allegany County, to-wit:

I hereby rertify. That on this 2074 day of December.

in the year nineteen Hundred and Fifty Four before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Tom W. King and Anna G. King, his wife,

the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

flythand and Notarial Seal the day and war aforesaid.

Notary Public.

FILED AND RECORDED DECEMBER 21" 1954 at 12:05 P.M.

purchase money

This Martgage, Made this 20 TH day of DECEMBER year Nineteen Hundred and fifty - four _by and between Ernest N. Franze and Georgene E. Franze, his wife, of Allegany County, in the State of Maryland, part 1 05 of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Unbereas, the said mortgages has this day loaned to the said mortgagors, the sum of Four Thousand & 00/100 - - - - - - (\$4,000.00) - - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 52 per cent. per annum, in the manner following:

By the payment of Thirty-two & 69/100 - -(\$32.69)-By the payment of INITEX-LWO & 69/100 - - - (\$32.69) - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgages in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagoe, its successors or assigns, in fee simple, all the following described property, to-wit:

- All that lot, piece or parcel of ground lying and being in Cumberland, Allegany County, Maryland, and known as all of Lot No. 8 and a small strip of Lot No. 7 of the Mudge Lots, a plat of which lots is recorded in Deeds Liber 104, folio 745 among the Land Records of Allegany County, Maryland, which said property is more particularly described as follows, to-wit:

Beginning for the same at a point on the westerly side of Oak Street at the end of a line drawn South 15 degrees 9 minutes West 104.6 feet from the intersection formed by the westerly side of Oak Street and the southerly side of Fairfax Street (formerly called Smith Street) and running then with said side of said Cak Street, South 15 degrees 9 minutes West 37.4 feet; then North 75 degrees 3 minutes West 175 feet to the easterly side of a 15 foot alley; then with said side of said alley, North 15 degrees 9 minutes East 37.15 feet; and then South 75 degrees 8 minutes East 175 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of William R. Carscaden, Trustee, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.



LIBER 309 PAGE 181

And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness,

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

to have and to bold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagers, their, heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Egreed that until default be made in the premises, the said mortgagor may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor S hereby covenant to pay when fegally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shail have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Enothe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least. Four Thousand & 00/100 = - - (\$4,000.00) = - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Hild the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax recipts evidencing the payment of all law-fully imposed taxes for the preceding calendar year; to deliver to the mortgagee recipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any ether way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the

MER 309 PAGE 182 mortgagors to keep the buildings on said property in good condition of repair, the mortgager may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the reuts and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation—, other than the mortgageers, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgageer's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the aforegoing covenants or conditions for thirty consecutive days. Bittiess, the hand and seal of said mortgagors Ernest n. Fram Ernest N. Franze Georgene E. Franze

[SEAL]

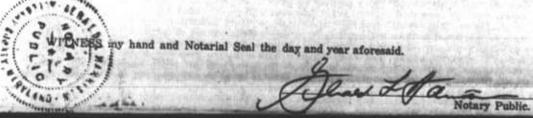
State of Maryland, Allegany County, to-wit:

Attest:

I hereby certify, That on this 20 re in the year nineteen Hundred and Fifty -four , before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Ernest N. Franze and Georgene E. Franze, his wife,

the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

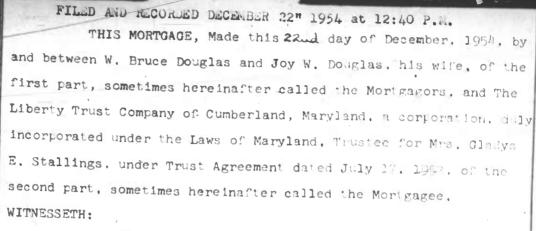




1818 309 BAGE 183 FTELD And successed addressed 22" 1954 at 12:40 P.V. THIS MORTHAGE, Manual Managery, and the rest of the conhad to worm the Company to colour state with the second of The the a summittee we seem to exact a series Tellerone is to 19 one is a The state of the s ned his line of Le. No. . : " wonce reversing make negotive time."

mittess, the hand and seal of said mortgagers. (BEAL) (BEAL) State of Margiand, Allegany County, to-wit: 3 hereby certify, That on the 20 recember in the year nineteen Rundred and Frity -Coura Notary Public of the State of Maryland, in and for mid County, personally appeared Brnest N. France and Georgene E. France, his wife, the mid mortgagers herein and They asknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also permually appeared George W. Leggs, Attorney and agent for the within named mortgages and made outh in the form of law; that the consideration in said mortgages is true and been fide as therein set forth, and did further make outh in due form of law that he had the proper authority to make this affidavit as agent for the said mortgages.

USER 309 PAGE 183



WHEREAS, the said Mortgagors stand indebted unto the Mortgagee in the full and just sum of Fifteen Thousand Dollars (\$15,000.00), as is evidenced by a premissory note of even date and tenor herewith, which note is payable one year from the date hereof and bears an interest rate of Four and One-Half per centum (41%) per annum, said interest being payable in quarterly installments as it accrues at the Office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30 and Desember 31 of each year, the first pro-rata quarterly interest on said note to be payable on the 31st day of March, 1955.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar (\$1.00), and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said W. Bruce Douglas and Joy W. Douglas, his wife, do hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm uniq the said The Liberty Trust Company, Trustee for Mrs. Gladys E. Stalling, under Trust Agreemen' dated July 17, 1953, its successors or assigns, the following property, to-wit:

All that lot or parcel of ground situated on the South-easterly side of Holland Street in the City of Cumberland, Maryland, known and designated as Lot No. 27 in what is known as the "Allegany County Farm Addition to Cumberland, Maryland". as shown on the Plat of said Addition recorded in Plat Box No. 150 among the Land Records of Allegany County, Maryland, and which said Lot is particularly described as follows:

BEGINNING at a hub on the Southeast side of Holland Street at the end of the first line of Lot No. 6, and running with said Holland Street. North 35 degrees 47 minutes East 50 feet to a hub; thence leaving Holland Street at right angles. South 54 degrees 13 minutes East 120 feet to a hub; thence South 35 degrees 47 minutes West 50 feet to a hub at the end of the second line of Lot No. 26; thence reversing said second line.







North 54 degrees 13 minutes West 120 feet to the beginning.

It being the same property which was conveyed unto the said Mortgagors by the County Commissioners of Allegany County, Maryland, by deed dated the 10th day of February, 1953, and recorded in Liber No. 247, folio 598, one of the Land Records of Allegany County, Maryland.

ALSO: All that lot or parcel of ground situated on the Southeasterly side of Holland Street in the City of Cumberland, Maryland, known and designated as Lot No. 28 in what is known as the "Allegany County Farm Addition to Cumberland, Maryland", as shown on a Plat thereof recorded among the Land Records of Allegany County, Maryland, and more particularly described as follows:

LOT NO. 28: EEGINNING at a hub on the Southeast side
of Holland Street at the end of the first line of Lot No. 27 and
running with said Holland Street, North 35 degrees 47 minutes East
50 feet to a hub; then leaving Holland Street at right angles,
South 54 degrees 13 minutes East 120 feet to a hub; then South 35
degrees 47 minutes West 50 feet to a hub at the end of the second
line of Lot No. 27; then reversing said second line, North 54 degrees
13 minutes West 120 feet to the beginning.

ALSO: All that lot or parcel of ground situated on the Southeasterly side of Holland Street in the City of Cumberland, Maryland, known and designated as Lot No. 29 in what is known as the "Allegany County Farm Addition to Cumberland, Maryland", as shown on a Plat thereof recorded among the Land Records of Allegany County, Maryland, and more particularly described as follows:

LOT NO. 29: HEGINNING at a hub on the Southeast side of Holland Street at the end of the first line of Lot No. 28 and running with said Holland Street, North 35 degrees 47 minutes East 50 feet to a hub; then leaving Holland Street at right angles, South 54 degrees 13 minutes East 120 feet to a hub; then South 35 degrees 47 minutes West 50 feet to a hub at the end of the second line of Lot No. 28; then reversing said second line, North 54 degrees 13 minutes West 120 feet to the beginning.

It being the same property which was conveyed unto the said Mortgagors by John E. Rosenmerkel and wife, by deed dated the 6th day of November, 1952, and recorded in Liber No. 246, folio 157, one of the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

UBER 309 AUGE 185

TO HAVE AND TO HOLD the above described property unto the said Mortgagee, its successors and assigns, in fæ simple forever.

PROVIDED, that if the said Mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said Mortgagee, its successors or assigns, the aforesaid sum of Fifteen Thousand (\$15,000.00) Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this Mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this Mortgage if the said Mortgagors shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the Mortgagee.

and no longer, the Mortgagors may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt, the interest thereon and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said Mortgage, the rents and profits of said property are hereby assigned to the Mortgagee as additional security, and the Mortgagors also consent to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the Mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable provided that the Mortgagee shall give written notice of any default, by registered mail and make demand for tender of the indebtedness, and the Mortgagors shall have sixty days after the receipt of said notice to make tender of said debt, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors or assigns or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns, which sale shall be made in manner following to-wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the Court, and the proceeds arising from such sale to apply first; To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the Mortgagee, and a commission of eight per cent, to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this Mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said Mortgagors, their heirs personal representatives or assigns.

AND the said Mortgagors do further covenant to insure forthwith, and pending the existence of this Mortgage, to keep insured in some insurance company or companies acceptable to the Mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, to the amount of at least Fifteen Thousand Dollars (\$15,000.00), and to cause the policy or policies issued therefore to be so framed or endorsed, as in the case of fire, to inure to the benefit of the Mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties hereto.

WITNESS the hands and seals of the said Mortgagors the day and year above written.

W. BRUCE DOUGLAS (SEAL)

WITNESS:

36.1

Thomas L'Kesel

SOLA . BOUGLAS (SEAL)

UBER 309 MG 187

STATE OF MARYLAND COUNTY OF ALLEGANY

TO WIT:

I HEREBY CERTIFY, That on this 22. day of December, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Allegany, personally appeared W. Bruce Douglas and Joy W. Douglas, his wife, and each acknowledged the aforegoing Mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, and John J. Robinson, Trust Office of the said The Liberty Trust Company, Trustee, the within named Mortgagee, and made oath in due form of law, that the consideration in said Mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the president and agent or attorney for said corporation and duly authorized by it to make this affidavit.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my Notarial Seal the day and year above written.

Broadibert NOTARY PUBLIC

O SERBABILITY MINERAL

County in the State of History

part y of the second part, WITNESSETH:

party of the second part in the full and just sum of Twenty-Seven Thousand, Eight Hundred and Ninety (\$27,890.00) Dollars, representing part of the purchase price of the property herein conveyed, which by deed of even date was conveyed to the parties of the first part by the party of the second part, et vir., and which indebtedness is to be repaid, without interest, in payments of not less than Six Thousand (\$6,000.00) Dollars per year; the first of said payments to be due and payable one year from the date hereof and to continue annually until the amount of the principal is fully paid.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said.

parties of the first part

do

give, grant, bargain and sell, convey, release and confirm unto the said

party of the second part, her heirs and assigns, the following property, to-wit:

ALL that lot or parcel of ground situated on the Easterly side of Bedford Street, in Cumberland, Allegany County, Maryland, and being the same property which was conveyed to Clare A. Hazelwood and Jeanne K. Hazelwood by Louise E. Nicholson, et al., by deed dated June 4, 1942, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 193, folio 475, reference to which deed is hereby made for a more particular description by metes and bounds of the property hereby conveyed, the whole title of said property having vested in Jeanne K. Hazelwood (now Jeanne K. Hazelwood Somerville) by operation of law upon the demise of Clare A. Hazelwood, who departed this life on August 25th, 1953.

IT BEING the same property which was conveyed to the parties of the first part by Jeanne K. Hazelwood Somerville and William B. Somerville, her husband, by deed of even date, and which is to be recorded among the Land Records of Allegany County prior to the recording of this mortgage.

Cogether with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

| Drovided, that if the mid parties of the fitst part, |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------|
| their heirs, executors, administrators or assigns, do and shall pay to the said |
| |
| party of the second part, her |
| executor , administrator or assigns, the aforesaid sum of |
| together with the interest thereon, as and when the same shall become due and payable, and in |
| the meantime do and shall perform all the covenants herein on their part to be |
| performed, then this mortgage shall be void. |
| And it is Agreed that until default be made in the premises, the said |
| parties of the first part |
| may hold and assess at |
| may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, |
| mortmen debt and taken a man property, all which taxes, |
| mortgage debt and interest thereon, the said. |
| parties of the first part |
| nereby covenant to pay when legally demandable |
| But in case of default being made in payment of the mortune |

But in case of default being made in payment of the mortungs debt aforesid or of the interest thereon, in whole or in part, or in any arranged even and or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said.



UBEN 309 PAGE 189

perty of the second part, her heirs, executors, administrators and assigns, or William M. Somerville, his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any. time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: days' notice of the time, place, manner and terms of sale in some newspaper published in Cum-By giving at least twenty berland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said_ parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns. and the said_ parties of the first part insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or her heirs or assigns, the improvements on the hereby mortgaged land to the amount of at least and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee , her heirs or assigns, to the extent their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee , or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.. mitness, the hand and seal of said mortgagor s. Attest: [SEAL]

State of Maryland, to wit:

I HEREBY CERTIFY, That on this 17th day of December in the year nineteen Hundred and Fifty Four, before me, the subscriber, a Notary Public of Maryland, in and for said City, personally appeared Jeanne H. Somerville, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

M. Morary Jublio f.

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Allegany County, to-wif:

3 hereby certify. That on this 17th day of Dansabar in the year nineteen Hundred and Pifty Four before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

George P. Hazelwood, Jr. and Ethel M. Hazelwood, his wife and each acknowledged the aforegoing mortgage to be their respective act and deed; and at the same time before me also personally appeared

OTAR:

Wiffures by hand and Notarial Seal the day and year aforesaid.

Makel Barrowship.

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INST 309 ME 191

ment being due and payable one month from the date of these presents and each and every month thereafter until the whole principal together with the interest accruing thereon is paid in full, said monthly payment being first applied to the accrued interest and the balance to the principal, to secure which said principal together with the interest accruing thereon these presents are executed. Privilege is reserved to prepsy at anytime, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment or \$100.00 whichever is less.

ROW Oberefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said.

Benjamin F. Maiden and Dorothy E. Maiden, his wife,
do give, grant, bargain and sell, convey, release and confirm unto the said
Second Mational Bank of Cumberland, its successors

meex and assigns, the following property, to-wit:

All those lots, pieces or parcels of ground lying and being on the southerly side of LaVale Court known and designated as whole Lot No. 113 and part of Lot No. 114 in LaVale Boulevard Court Addition, LaVale, Allegany County, Maryland, a plat of which said addition is recorded in Liber No. 1, folio 75 one of the Plat Records of Allegany County, Maryland, which said lots are more perticularly described as a whole as follows, to-wit:

Beginning for the same on the southerly side of LaVale
Court at the end of the first line of Lot No. 112 in said addition.
and running then with said LaVale Court North 48 degrees 20 minutes
West 75 feet, then South 41 degrees 40 minutes West 162.5 feet to the
northerly side of LaVale Annex, then with said LaVale Annex South 48
degrees 20 minutes East 75 feet to the end of the second line of said
Lot No. 112, and then with said second line reversed North 41 degrees
40 minutes East 162.5 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Ralph G. Cover and Ethel M. Cover, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Drovided, that if the said Benjamin F. Maiden and Dorothy E. Maiden, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said Second National Bank of Cumberland, its successors

Ten Thousand & 00/100 - - - - - (\$10,000.00) Dollars

PARTIES AND MAIN MATERIAL

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be

performed, then this mortgage shall be well. And it is Egreed that until default he made in the premises, the said Benjamin F. Maiden and Dorothy R. Maiden, his wife. may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which Benjamin F. Maiden and Dorothy E. Maiden, his wife. hereby covenant to pay when legally demandable. But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby accured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said. Second National Bank of Cumberland, its encessors Harry I. Stermaler his, her or their duly constituted atterns or agent, are hereby authorized and empowered, a any time thereafter, to sell the propert hereby mortgaged or a much therefore may be necessary, and to grant and convey the same to the purchaser or purchaser thereof his her or their hoirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper, published in Cumberland, Maryland, which said sale shall be at public auction for each, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said Banjamin F. Maiden and Dorothy E. Maiden, his wife their in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors. their representatives, heirs or assigns. Mind the said Benjamin F. Maiden and Dorothy E. Maiden. further covenant to his wife. insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgages or 1ts successors and assigns, the improvements on the hereby mortgaged land to the amount of at least Ten Thousand & 00/100 - - -- (\$10,000,00) - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgages , 11s auccassors bette or assigns, to the extent OF their lies or claim hereunder, and to place such policy or policies forthwith in possession of the mortgages , or the mortgages may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt. Hittess, the hand and seal of said mortgager . (SEAL) in P. Maiden M. Ma Church State of Maryland, Allegany County, to-wit: o can I hereby certify, That on the 22in the year ninetoen Hundred and Fifty-four a Notary Public of the State of Maryland, in and for sind Con Benjamin F. Maiden and Derothy E. Maiden, his wife, and thay acknowledged the Managalan mercane is be-



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act and deed; and at the same time before me also personally appeared. Josuph H.

Houghton, President of the Second National Bank of Cumberland, the within named mortgages, and made oath in due form of law, that the consideration is mortgage is true and bona fide as therein set for forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Chase Shan

FILED AND RECORDED DECEMBER 22" 1954 at 1:40 P.M.

purchase money

Child Militable, Made this 2/57 day of DECEMBER in the
year Nineteen Hundred and fifty - Tour by and between

Atlas V. Smoot and Helen L. Smoot, his wife,

of Allegany County, in the State of Maryland, partical the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body
corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgages.

WITNESSETH:

Four Thousand & 00/100 - - - - (\$4000.00) - - - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of by per cent. per annum, in the manner following:

By the payment of Thirty & 60/100 - - - (\$30.60) - - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgages in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (5) towards the payment of the aforestid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Flow Ubstrators, in consideration of the prunises, and of the sum of one dollar in hand paid, and in order to source the prumpt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagers do give, grant bargain and sell, convey, release and confirm unto the said mortgages, its successors or assigns, in fee simple, all the following described property, to-wit:

All that let or parcel of ground situated on the easterly side of Grandview Terrace in the City of Gumberland, Allegany County, Maryland, and more particularly described as follows, to-wit:

Beginning for the same at the northwest corner of a concrete column which now stends at the southerly end of a concrete wall in front of the property adjoining and lying on the north side of that which is hereby intended to be conveyed, said beginning point being also North 48 degrees 57 minutes West 30.45 feet from the northwest cornsr of the bungalow on the let hereby intended to be conveyed; and running then with the easterly side of Grandview Terrace South 19 degrees 45 minutes West 72.2 feet to the corner of a concrete wall; then South 80 degrees 16 minutes East 124.25 feet to the corner of a fence; then North 19 degrees 48 minutes East 54.44 feet to the end of a concrete wall; and then North 72 degrees 00 minutes West 122.43 feet to the place of beginning. (As surveyed by the Small Paye Engineering Company on June 25, 1946.)

Being the same property which was conveyed unto the parties of the first part by deed of Carl D. Buckley of even date, which is intended to be recorded among the Land Records of Allegany County.

Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements new or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that thay will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

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hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgages debt and interest thereon, the said mortgagers hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorner or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public suction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Enothe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged iand to the amount of at least Four Thousand & 00/100 - - - (\$4,000,00) - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect sald insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do mortgagee on or before March 15th of each year tax recipts evidencing the payment of all law-fully imposed taxes for the preceding calendar year; to deliver to the mortgagee recipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental lavies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation—, other than the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives an

Hitress, the hand and seal of said mortgagors

| Attest: | | |
|---------|-------|----------------------|
| Levo | Ha | Atle W. Smoot [SEAI |
| | Lucud | Helen L. Smoot [SEAL |
| | | [SEAL |

A Marie Committee of Principles of the Assessment Committee of the Committ

USER 309 ME 196

State of Maryland, Allegany County, to-wit:

Tees terramon

I hereby certify, That on this 2157 day of December

in the year nineteen Hundred and Fifty -four , before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Atles W. Smoot and Helen L. Smoot, his wife,

the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

PATNESS my hand and Notarial Seal the day and year aforesaid.

Notary Public

DRIVE'S

HEERLY .

1. Mayor Esty

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FILED AND RECURDED DECEMBER 23" 1954 at 2:55 P.M.

This Marinage, Made this _____ day of December, in the year nineteen hundred and Fifty Four by and between

John F. Trostle and Lone C. Trostle, his wife,

of Allegany County, State of Maryland, of the first part, hereinafter called Mortgagors, and THE COMMERCIAL SAVINGS BANK OF CUMBERLAND, MARYLAND, a corporation duly incorporated under the laws of Maryland, of the second part, hereinafter called Mortgagos, Witnesseth:

Shereus, the said Mortgagors are justly and bone fide indebted unto the said Mortgages in the full and just sum of Three Thousand (\$3,000.00) Dollars, for which they have given their promissory note of even date herewith payable on or before one year after date with interest at the rate of 5% per annum in monthly payments on the principal and interest of not less than Fifty (\$50.00) Dollars.

And selector, this mortgage shall also secure as of the date hereof, future advances made at the differinges's option, prior to the full payment of the murigage dabt, but not to exceed in the aggregate the sum of Five Handred (\$500.00) Delites, nor to be made in an amount which would

make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property, as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

Now therefore, in consideration of the premises, and in order to secure the prompt payment of the said indebtedness and any future advances as aforesaid, together with the interest thereon, the said Mortgagoss do bargain, sell, give, grant, convey, release and confirm unto the said Mortgagee, its successors and assigns, the following property, to-wit: All that piece or parcel of ground situate, lying and being on North Centre Street, in the City of Cumberland, Maryland, and being the Westerly half of Lot No. 39 in Beall's First Addition to the Town of Cumberland, and more particularly described as follows, to-wit:

Beginning for the same at a point on the first line of the Original Town Lot No. 39 in Beall's First Addition to the Town of Cumberland, the said point being North 65 degrees West 33 feet from the end of the first line of Lot No. 38, and running thence with the North side of Centre Street (formerly called Jefferson Street), North 65 degrees West 33 feet to a stone standing on the East side of Hickory Alley; thence with said Hickory Alley, North 21 degrees East 188 feet; thence South 65 degrees East 33 feet; thence across the whole of the Original Town Lot by a straight line South 21 degrees West 188 feet to the place of beginning.

Being the same property conveyed by Ernest S. Bucklew et ux to the said John F. Trostle et ux by deed of even date herewith and to be recorded among the Land Records of Allegany County, Maryland, this mortgage being given to secure part of the purchase price for said property, and subject to certain rights, if any, as set out in said deed. Reference to said deed is hereby made for a further description.

Go have sub is hold the above described property unto the said Mortgagee, its successors or assigns, together with the buildings and improvements thereon, all fixtures and articles of personal property now or at any time hereafter attached to or used in any way in connection with the use, operation and occupation of the above described real estate, and the rights, roads, ways, waters, privileges, and appurtenances thereunto belonging or in anywise appertaining, in fee simple forever.

Browiber, that if the said Mortgagors, its, his, her, or their heirs, executors, administrators, successors, or assigns, do and shall pay or cause to be paid to the said Mortgagee, its successors or assigns, the aforesaid sum of— ——Three Thousand (\$3,000,00)———————dollars and the interest thereon in the manner and at the times as afore set out, and such future advances with interest thereon, as may be made as hereinbefore provided, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed, that until default be made in the premises, the said Mortgagors may hold and possess the aforesaid property, upon paying, in the meantime, all taxes, assessments and public liens levied on said property and on the mortgage debt and interest hereby intended to be secured, and any lien, claim or charge against said premises which might take precedence over the lien of this mortgage; all which taxes, assessments, public liens, lien, claim, charge, mortgage debt and interest thereon, the said Mortgagors hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the said Mortgagors shall not pay all of said taxes, assessments, public liens, liens, claims and charges as and when the same become due and payable the said Mortgages shall have the full legal right to pay the same, together with all interest, penalties and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage. then the entire mortgage debt intended to be hereby secured, including such future advances as may be made as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said Mortgagee, its successors or assigns, or Wilbur V. Wilson, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell at public sale the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, its, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Allegany County, Maryland, which terms shall be at the discretion of party making said sale, and the proceeds arising from such sale to apply—first: To the payment of all expenses incident to such sale, including taxes, insurance premiums and a commission of eight per cent. to the party selling or making said sale, and if the property be advertised for default and no sale be made, one-half of said commissions shall be allowed and paid as costs, by the mortgagors , its, his, her or their representatives, heirs or assigns; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made as aforesaid, whether the same shall have then matured or not; and as to the balance, to pay it over to the said Mortgagors , its, his, her or their heirs or assigns.

And the said Mortgagors further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, against loss by fire with extended coverage, and if required, war damage to the extent available, to the amount of at least——————Three Thousand (\$3,000,00)————————dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other hazard, to inure to the benefit of the Mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee, or the Mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

Witness, the hands and seals of said Mortgagors

Attest:

Silliand @ Suddy John F. Trostle (SEAL)

State of Maryland, Allegany County, to-wit:

I hereby Ceriffy, that on this — >3 ad _____ day of December, in the year nineteen hundred and Fifty Four, before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared

John F. Trostle and Lens C. Trostle, his wife,

and acknowledged the aforegoing mortgage to be their act and deed; and at the same time, before me, also personally appeared George C. Cook, Cashier of The Commercial Savings Bank of Cumberland, Maryland, a corporation, the within named mortgagee, and made eath in due form of law, that the consideration is said mortgage is true and bone fide as therein set forth; and the said George C. Cook did further, in like manner, make oath that he is the Cashier and agent or attorney for said corporation and duly authorized by it to make this affidavit.

man thore written.

Notary Public



FILED AND RECORDED DECEMBER 23" 1954 at 3:45 P.M.

of Allegany County, in the State of Maryland

parties of the first part, and FROSTBURG NATIONAL BANK, a national banking corporation duly incorporated under the laws of the United States of 220 SAmerica, with its principal office in

County, in the State of Maryland,

party of the second part, WITNESSETH:

Whereas, the said parties of the first part are justly indebted unto the said party of the second part, its successors and assigns, in the full sum of

payable one year after date of these presents, together with interest thereon at the rate of six per centum (6%) per annum, payable quarterly, as evidenced by the joint and several promissory note of the parties of the first part payable to the order of the party of the second part, of even date and tener herewith, which said indebtedness, together with interest as aforesaid, the said parties of the first part hereby covenant to pay to the said party of the second part, its successors and assigns, as and when the same is due and payable.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Dom Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said part less of the first part do give, grant, bargain and sell, convey, release and confirm unto the said part got the second part, its suggestors.

ALL those lots, pieces or parcels of ground, lying and being in Allegany County, Maryland, situated in the Town of Frostburg, and known and distinguished as Lots Nos. 22 and 23 in George W. McCulloh's Addition to the said Town of Frostburg, a plat of which Addition is of record among the Land Records of Allegany County, Maryland, in Liber No. 55, folio 134, and being the same property which was conveyed to Joseph J. eating and Leo J. Keating by W. Earle Cobey, Trustee, by deed dated July 22, 1946, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 210, folio 319, and also being the same property which was conveyed to the parties of the first part by Ruth E. O'Donnell, Trustee, by deed dated October 18, 1950, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 231, folio 347; special reference is hereby made to said plat and said deeds for a further and more particular description of the property hereby intended to be conveyed.

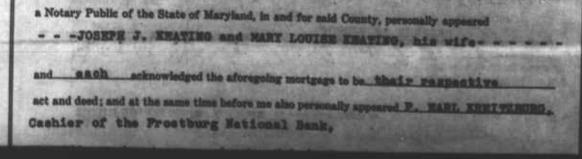
Cantiber with the buildings and improvements the conveyed.

Gagether with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Frauthed, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said part y of the second part, its successors or assigns, the aforesaid sum of

together with the interest thereon, and any luture advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants

part to be performed, then this mortgage shall be void. herein on their And it is Agreed that until default be made in the premises, the said part Las of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable. But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said part y of the second part . 1ts successors COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor a thair representatives, heirs or assigns. And the said part ion of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or 128 assigns, the improvements on the hereby mortgaged land to the amount of at least POUR THOUSAND POUR HUNDRED 00/100 (\$1,400,00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee , its successors assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt. Tittess, the hands and seals of said mortgagors. Witness: State of Maryland, Allegany County, to-mit: I hereby rertify, That on this 22





in the year nineteen hundred and fifty-four

IRER 309 MGE 201

the within named mortgagee and made oath in due form of law, that the consideration in said

mortgage is true and bona fide as therein set forth, and further made oath that he is the cashier of said Bank and duly authorized by it to make this

y haus and Notarial Seal the day and year aforesaid.

with a

MA L. SIMONS Notary Public FILED AND RECURDED DECEMBER 22" 1954 At 8:30 A.... THIS MORTGAGE, Made this 20th day of December ____, 19 54 by and between Stanley William Eisel and Ruth Patterson Fisel, his wife or Frostburg, Allegany County, , in the State of Maryland, Mortgagor 8 , and THE FUJELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, Mortgagee. WHEREAS, the said Mortgagor S are justly indebted unto the Mortgagee in the full and just sum of Six Hundred Twenty Three and 75/100-(\$ 623.75 which is to be repaid in 24 consecutive date hereof at the office of the said Mortgagee. consecutive monthly installments of \$ 26,000 each, beginning one month from NOW, THIS MORTGAGE WITNESSETH, That in consideration of the premises and of the sum of One Dollar, the said Mortgagor 8 do grant, assign and convey unto the said Mortgagee, its successors and assigns in fee simple all that iot of ground and premises located in Election District No.12 of Frostburg, Allegany County, Maryland, known as 55 E. Walnut St., Frostburg, Allegany County, Maryland and more fully described in a Deed from WIlliam Stanley EISEL, et ux. . . dated September 13, 1952 . recorded among Land Records of Allegany County Liber 244 TOGETHER with the buildings and improvements thereupon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining. TO HAVE AND TO HOLD the said lot or parcel of ground with the improvements and appurtenances aforesaid unto the said THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, its successors and assigns, here, executors, administrators or assigns, do and shall pay or cause to be paid to the said Mortgages, its successors and assigns the aforesaid indebtedness, together with the interest thereon as and when the same shall become due and payable and, in the meantime, do and shall perform all the covenants herein on their AND, it is agreed that until default be made in the premises the said Mortgagor g may retain possession of the mortgaged property upon paying in the meantime all taxes and assessments levied on said property, all of which taxes, mortgage deht and interest thereon said Mortgagors hereby covenant to pay when legally demandable. AND, the said Mortgagor g further covenant to keep the improvements on the said mortgaged property fully insured against loss by fire and other hazards as the said Mortgagee may from time to time require, for the use of the Mortgagee, in some company acceptable to the Mortgagee to the exient of its lien thereon and to deliver the policy to the Mortgagee. But in case of any default or violation of any covenant or condition of this mortgage, then the entire mortgage debt hereby secured shall at once become due and payable, and the Mortgagee, its successors or assigns, or Albert A. Doub, its, his or their duly constituted attorney or agent, are hereby empowered, at any time thereafter, to sell said properly, or so much thereof as may be necessary, and to convey the same to the purchaser, or his, her or their heirs or assigns; which sale shall be made as follows: By Maryland, which sale shall be at public auction for cash and the proceeds arising therefrom to apply: first, to the payment of all expenses incident to the sale, including taxes, and a commission of eight per cent (%) to the party making said sale; secondly, to the payment of all monies owing under this mortgage, whether the same shall have been matured or not; and as to the balance, commission shall be paid by the Mortgagor 8. their representatives, heirs or assigns. Stanley William Eisel (SEAL) WITNESS OUT hand 8 and seal 8 . ATTEST Ruth Patterson Eisel (SEAL) Rallph M. Race STATE OF MARYLAND, ALLEGANY COUNTY, to-wit: I HEREBY CERTIFY, That on this 20th day of December 19.54 before shecriber, a Notary Public of the State and County aforesaid, personally appeared. Startage William Ricel and Ruth Patterson Ricel, his wife hamed in the aforegoing mortgage and their acknowledged the aforegoing mortgage to be their act.

Treasurer of THE FIDELITY BAVINGS BANK OF FROSTBURG.

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STARTLAND, and made onth in due to set forth. G. Alvin Kreiling

alyl M. Sacs

FILED AND RECORDED DECEMBER 23" 1954 at 4:00 P.M. Real Estate and Chattels

DEED OF TRUST

THIS DEED, Made this 24th day of December by and between GUY M. DAVIS and MARIE ELIZABETH DAVIS, trading as CUMBERIAND TRANSIT LINES, of Cumberland, Allegany County, Maryland, parties of the first part, hereinafter referred to as "First Party", and GORMAN E. GETTY, of Cumberland, Allegany County, Maryland, Trustee as hereinafter set forth, and hereinafter referred to as "Trustee", party of the second part:

WHEREAS, in consideration of a loan in the amount of Thirty-Five Thousand Dollars (\$35,000.00), or any part thereof, Cumberland Savings Bank, Cumberland, Maryland, and/or by/Small Business Administration, an agency oreated by Public Law 163 of the 83rd Congress of the United States of America, and having an office for the transaction of business at 900 N. Lombardy Street, Richmond 20, Virginia, to the First Party, with interest at the rate of six per centum (6%) per annum on the unpaid principal owing from time to time on said loan and for which loan the First Party has signed and delivered a certain promissory note on SBA Form 154, bearing even date herewith, in the principal amount of

THIRTY-FIVE THOUSAND and 00/100 -- Dollars (\$35,000.00) to be repaid with interest on unpaid principal computed from the date of each advance at the rate of six per centum (6%) per annum both principal and interest payable monthly beginning three (3) months from the date thereof, payment to be made in installments as follows: principal installments: Nime Hundred and Seventy-



185R 309 MGE 203

and Nine Hundred and Seventy-Two Dollars (\$972.00) on the 24th day of each and every month thereafter until the principal and interest to accrue thereon is fully paid; provided, however, that the entire indebtedness, if not sooner paid, to be due and payable on the 24th day of December, 1957. Interest installments: On the 24th day of December, 1955, and on the 24th day of each month thereafter, payments of interest at the rate aforesaid computed monthly on the balance remaining unpaid, until the entire indebtedness is fully paid.

AND, WHEREAS, First Party desires to secure the prompt payment of the principal and interest now and which may hereafter be owing upon said note, when and as the same shall become due and payable, and all costs and expenses incurred in respect thereto, including reasonable counsel fees incurred or paid by the said party of the second part or substituted Trustee, or by any person hereby secured, on account of any litigation at law or in equity which may arise in respect to this trust or the property hereinafter mentioned, and of all money which may be advanced as provided herein, with interest on all such costs and advances from the date thereof, and further to secure the strict performance of all the covenants and agreements in this Deed of Trust and in said note contained and made by the First Party.

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

THAT the First Party, in consideration of the premises and of One Dollar (\$1.00), lawful money of the United States of America, to it in hand paid by the party of the second part, the receipt of which, before the sealing and delivery of these presents, is hereby acknowledged, has given, granted and assigned, bargained and sold, released, conveyed and confirmed unto the party of the second part, as Trustee, his successors and assigns, all of the following described property:

FIRST: All and each and every unit and article of the machinery, equipment, furniture, fixtures, and other chattels, which are now located on or on the building and premises designated as No. 1600 Ford Avenue, Cumberland, Allegany County, Maryland, including but not limited to the property more particularly described as follows:

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together with all such property of like nature as shall be hereafter acquired by First Party during the continuance of this trust and before the final payment of the debt hereby secured.

SECOND: All the following described real estate located in the City of Cumberland, in Allegany County, in the State of Maryland, and described as follows, to-wit:

All that whole lot or parcel of ground situated on the north-west side of Ford Avenue composed of Lots Numbers 2, 5, 4, 5 and 6 and part of Lot Number 7; Lots Numbers 12, 13, 14, 15, 16 and part of Lot Number 17; Lots Numbers 22, 23, 24, 25, 26 and part of Lot Number 27; that part of the alley in the rear of Lots Numbers 2, 3, 4, 5, 6 and part of Lot Number 7 aforementioned; that part of Short Avenue fronting on the Lots aforementioned; in Walsh's Addition to South Cumberland; a Plat of said Addition having been recorded in Plat Case Box Number 98 of the Land Records of Allegany County, State of Maryland; and more particularly described as follows, to-wit:

BEGINNING for the same at an iron stake standing on the north-west side of Ford Avenue at the beginning of this described parcel of ground as conveyed by Adam E. Prost, et ux, to Bessie May Davis, by deed dated the 7th. day of October A. D. 1944, and recorded in Liber Number 201, folio 586, one of the Land Records of Allegany County, State of Maryland, said iron stake also stands at the end of the first line of Lot Number 1 of said



Walsh's Addition as conveyed by Earl F. Bridges, et ux, to the said Bessie May Davis in the First Parcel of deed dated the 25th. day of September, A. D. 1944, and recorded in Liber Number 201, folio 585, one of the Land Records of Allegany County, State of Maryland, and running thence with the said north-west side of said Ford Avenue and the lines of the first mentioned Bessie May Davis deed (Magnetic Bearings as of the said deed and with Horizontal Measurements) North 18 degrees and 45 minutes East 175 feet to an iron stake standing at the beginning of the adjoining parcel of ground as conveyed by Cletus E. Price, et ux, to Lester E. Pryor, et ux, by deed dated the 30th. day of March A. D. 1944, and recorded in Liber Number 199, folio 171, one of the Land Records of Allegany County, State of Maryland; thence leaving the said north-west side of said Ford Avenue at right angle and reversing the fourth line of the said Lester E. Pryor deed, North 71 degrees and 15 minutes West about 648 3/10 feet to an iron stake on the approximate south-east side of Canal Street; thence with the said south-east side of said Canal Street, South 11 degrees and 6 minutes West 176 6/10 feet to an iron stake, this last mentioned line being the rear line of the whole lot hereby conveyed, having been previously established by old iron pegs pointed out by the said Bessie May Davis as the corners of said whole lot, the last mentioned iron stake also stands at the end of the third line of the Second Parcel of the aforementioned Bessie May Davis deed recorded in Liber Number 201, folio 585; thence with the fourth line of the Second Parcel, and the second line of the First Parcel reversed, South 71 degrees and 15 minutes East about 424 4/10 feet to the beginning, containing 1 3/4 acres more or less, as surveyed by Ralph E. Wilson, R. E.

TOGETHER with the buildings and improvements thereon and the rights, roads, waters, privileges or appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the aforesaid chattels, personal property and real estate, and any additional chattels, personal property and real estate which may become subject to the lien of this Deed of Trust unto the party of the second part, his successors and assigns absolutely.

IN AND UPON THE TRUSTS, NEVERTHELESS, hereinafter declared; that is to say: IN TRUST to permit said First Party, or assigns, to use and occupy, manage and control, the said

described chattels, personal property and real estate for its sole use and benefit, until default be made in the payment of any manner of indebtedness hereby secured, and any extension or renewal thereof, or in the performance of any of the covenants as hereinafter provided.

AND upon the full payment of all of said note and the interest thereon, and all moneys advanced or expended as herein provided, and all other proper costs, charges, commissions, half-commissions, and expenses, at any time before the sale hereinafter provided for to release and reconvey the said described chattels and personal property unto the said First Party or assigns, at the costs of First Party.

AND UPON THIS FURTHER TRUST, upon any default being made in the payment of the said note (and any extension or renewal thereof), or of any installment of principal and interest as therein provided, or in the payment of any of the sums for taxes, special assessments, fire and other hazard insurance, all as hereinafter provided, or upon any default in payment on demand of any money advanced by the holder of said note on account of any proper cost, charge, commission, or expense in and about the same, or on account of any tax or assessment of insurance or expense of litigation, with interest thereon at six per centum (6%) per annum from date of such advance (it being hereby agreed that on default in the payment of any tax, or assessment, or insurance premium or any payment on account thereof, or in the payment of any of said cost, expense of litigation, as aforesaid, the holder of said note may pay the same and all sums so advanced with interest as aforesaid, shall immediately attach as a lien hereunder, and be payable on demand), or upon failure or neglect faithfully and fully to keep and perform any of the other conditions or covenants herein provided; then upon any and every such default being so made as aforesaid, the said party of the second part, or the Trustee acting in the execution of this trust, shall have power and it shall be his duty to sell, upon written request of the holder of the note secured hereby, and in case of any default of any purchaser, to resell, at public auction, for cash, the chattels, personal property and real estate herein conveyed, as a whole or in parcels, in the Trustee's discretion, which said giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland,



Maryland, which said sale shall be at public auction for cash; and to convey the same upon compliance with the terms of sale, to, and at the cost of, the purchaser or purchasers thereof, who shall not be required to see to the application of the purchase money; and shall apply the proceeds of said sale or sales; Firstly, to pay all proper costs, charges and expenses, including all attorneys' and other fees and costs herein provided for, and all moneys advanced for costs or expenses, or expense of litigation as aforesaid, or taxes or assessments, or insurance with interest thereon as aforesaid, and all taxes, general and special, and assessments, due upon said chattels and personal property at time of sale and to retain as compensation a commission of eight per centum (8%) on the amount of the said sale or sales; Secondly, to pay whatever may then remain unpaid of said note, whether the same shall be due or not, and the interest thereon to date of payment, it being agreed that said note shall, upon such sale being made before the maturity of said note, be and become immediately due and payable at the election of the holder thereof; and, Lastly, to pay the remainder of said proceeds, if any there be, to First Party, their heirs, executors, administrators, or successors or assigns, upon the delivery and surrender to the purchaser, his, her, or their heirs or assigns of possession of the chattels and personal property and real estate as aforesaid, sold and conveyed less the expense, if any, of obtaining possession.

And First Party, in order more fully to protect the security of this Deed of Trust, covenants and agrees as follows:

- l. That it will pay the indebtedness as hereinbefore provided, with the privileges and right to anticipate the payment of the same at any time upon payment of the full amount due in accordance with the terms of this deed of trust.
- 2. That it will pay all taxes, assessments, and other governmental or municipal charges, fines or impositions upon the aforesaid property and will promptly deliver the official receipts therefor to the holder of the note; and in default of such payment by First Party, the holder of the note may pay the same, and any sum or sums so paid by the holder of the note shall be added to the debt hereby secured, shall be payable on demand, shall bear full legal interest and shall be secured by this Deed of Trust.

- 3. That it will keep the said chattels and personal property and real estate in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.
- 4. That it will keep said chattels, personal property and real estate insured as may be required from time to time by the holder of the note against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the holder of the note and will pay promptly, when due, any premiums on such insurance. All insurance shall be carried in companies approved by the holder of the note and the policies and renewals thereof shall be held by the holder of the note and have attached thereto loss payable clauses in favor of and in form acceptable to the holder of the note. In event of loss, it will give immediate notice by mail to the holder of the note, who may make proof of loss if not made promptly by First Party, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the holder of the note instead of to First Party and the holder of the note jointly, and the insurance proceeds, or any part thereof, may be applied by the holder of the note at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this med of Trust or other transfer of title to the said chattels personal property and real estate in extinguishment of the indebtedness secured hereby, all right, title and interest of Pirst Party in and to any insurance policies then in force shall pass to the purchaser or grantee.
- 5. That if the said property shall be advertised for sale, as herein provided, and not sold, the Trustee or Trustees acting shall be entitled to one-half (1/2) of the commission above provided, to be computed on unpaid balance of the debt hereby secured, and the same is hereby secured in like manner as other charges and expenses attending the execution of this trust, and shall bear full legal interest.
- 6. That if it is necessary to refer this matter to an attorney, or if any suit, action or proceeding whatsoever shall be commenced or prosecuted for the collection of the notes or any part of any note secured hereby, or any petition be filed in bankruptcy or otherwise for the collection of the notes or any



part of any note secured hereby, or if any action be taken or proceedings or suit filed for the enforcement of any endorsement or endorsements thereof, or guaranties thereof, or for the purpose of realising on any collateral hereby secured, or in reference to the execution of the trust hereby created, or any of the trust or property or funds which may become part thereof, it will pay all costs and charges and expenses of the same, including all counsel and attorney's fees and charges, together with all collection fees and charges which shall also be deemed a charge attending the execution of this trust, be secured hereby as such and bear full legal interest.

- 7. That it specially warrants the property therein conveyed and that it will execute such further assurances thereof as may be required.
- 8. First party hereby consents and agrees that the indebtedness secured by this Deed of Trust, or any part thereof, or the note issued hereunder and secured hereby, may be renewed or extended beyond maturity as often as may be desired by agreement between the holder of the note and First Party, its successors and assigns, and no such renewal or extension shall in any way affect the responsibility of First Party, either as Surety or otherwise.
- 9. First Party covenants that it will not create or permit to occur any debt, lien or charge, including any tax lien or otherwise, which would be prior to or on a parity with the lien of this Deed of Trust upon the property conveyed hereunder, and further agrees to comply with all statutes, ordinances and regulations with respect to the property hereby conveyed.
- judicial proceeding to enforce any right under this Deed of Trust; the court in which such proceeding is brought, at any time thereafter, without notice to First Party or any party claiming under him (such notice being hereby expressly waived) and without reference to the then value of the said property or to the solvency or insolvency of any person liable for any of said indebtedness, or other grounds for extraordinary relief, may appoint a receiver with power to take immediate possession of the said chattels, personal property and real estate, manage, rent and collect the rents, issues and profits thereof; and such rents, issues and profits, when collected, may be applied toward the payment of any

indebtedness then due and secured hereby, and the costs, taxes, insurance or other items necessary for the protection and preservation of the said property, including the expenses of such receivership; and in connection with the aforesaid proceedings, or if the Trustee and/or the holder of the note hereby secured shall bring or defend any other action to protect or establish any of their rights hereunder, the First Party will pay, in addition to costs and disbursements allowed by law, the reasonable costs of bringing or defending any such action, including reasonable attorney's fees, all of which shall be added to the indebtedness secured hereby.

11. First Party further covenants and agrees for itself, its successors and assigns, that upon the acquisition by it of any additional phattels, or personal property, to be placed upon the aforesaid property, it will, from time to time, as requested by the holder of the note secured hereby, execute and deliver to the noteholder, or its successors and assigns, a supplemental deed of trust or chattel mortgage thereon so as to further secure the repayment of the indebtedness hereby secured by a lien on such additional property.

The Trustee may, from time to time, until default as above provided, release, from the lien of this Deed of Trust any property conveyed hereunder, at the expense of the Pirst Party, provided, however, that the Trustee shall first obtain the written consent thereto of the holder of the note issued hereunder and secured hereby. The Trustee shall be fully protected in relying upon said written consent and upon any conditions, provisions or agreements in said written consent contained, and shall not be required to see to the application or disposition of the proceeds thereof.

The Trustee may resign and be discharged from the trusts oreated hereunder by giving written notice thereof to First Party, and to the holder of the note at least thirty days prior to the effective date thereof, or such shorter time as may be accepted by both First Party and said noteholder as such notice.

The holder of the note issued hereunder and secured hereby, shall have the right, in its discretion and without giving notice, to remove at any time the Trustee named herein.

In the event, as above provided, that the Trustee resigns or is removed, the holder of the note is hereby authorized and empowered to appoint a successor or successors in trust, by



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written instrument executed by it and delivered to such successor or successors, and recorded in the office in which this Deed of Trust is admitted to record, and such successor or successors in trust appointed hereunder shall become vested with identically the same title to said property with the same rights and powers, subject to the same duties as the Trustee hereunder.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used the singular number shall include the plural, the singular, and the use of any gender shall be applicable to all genders.

WITNESS the nands and seals of the said Guy M. Davis and Marie Elizabeth Davis on the day and year first above written.

WITNESS:

Leeran R. Bream

(SEAL)

MARIE ELICABIANI DAVIS
T/A Cumberland Francit Lines

STATE OF MARYLAND, ALLEGAMY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 24 day of Lecenter, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared GUY.

M. DAVIS and MARIE ELIZABETH DAVIS, T/A Cumberland Transit Lines, and acknowledged the aforegoing deed to be their respective act and deed.

WITNESS my hand and Notarial Seal.

MY COMMISSION EXPIRES: May 2nd, 1955.

1 metgre Gety

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FILED AND RECORDED DECEMBER 27" 1954 at 2:40 P.M. PURCHASE MONEY

This/ Mortgage, Made this 24 the day of December

in the year Nineteen Hundred and fifty-four

by and between

- - - - WILLIAM S. HUTTER - - - - -

Allegany County, in the State of Maryland,

party of the first part, and THE SECOND NATIONAL BANK OF CUMBERLAND a corporation duly incorporated under the laws of the United States of America, with its principal office in

county, in the State of Maryland,

party_____of the second part, WITNESSETH:

Piperriss, the party of the first part is indebted unto the party of the second part in the full and just sum of Two Thousand Dollars (\$2,000.00) this day loaned the party of the first part by the party of the second part, which said sum is to be repaid with interest thereon at the rate of five per cent per annum in monthly installments of \$25.00 each; said payments include both principal and interest, which interest shall be calculated and credited monthly. The first of said monthly installments is due one month from the date hereof and shall continue until said principal and interest are fully paid.

It is understood and agreed that the party of the first part has the right to pay, in addition to the aforementioned monthly payments, the principal sum then due hereunder or any part thereof, in an amount equal to one or more monthly payments.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Nom Cherefore, In consideration of the premises, and of the sum of one dollar in hand pald, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said party of the first part does give, grant, bargain and sell, convey, release and confirm unto the said party of the second part its successors and assigns, the following property, to-wit:

ALL that lot or parcel of ground situate and lying in the City of Cumberland, Allegany County, Maryland, on the south side of Columbia Avenue, particularly described as follows, to wit:

BEGINNING for the same at a stake on the south side of said Avenue at the end of a line drawn North 62 degrees 30 minutes West 167-8/10 feet from the intersection of Columbia Avenue and Valley Street, and running thence with said Avenue, North 62 degrees 30 minutes West 43-2/10 feet to the east side of Pulaski Street, and with said street, South 27 degrees 30 minutes West 26 feet to the end of the second line of Lot No. 9 of Hook's Third Addition, and with part of said line, South 62 degrees 30 minutes East 64-2/10 feet, then North 27 degrees 30 minutes East 13 feet to the center of said property, then North 62 degrees 30 minutes West 21 feet, then North 27 degrees 30 minutes East 13 feet to Columbia Avenue, the place of beginning.

IT being the same property which was conveyed by Ellis H. Shobe et ux to William S. Hutter by deed of even date herewith and to be recorded among the Land Records of Allegany County, Maryland, prior to the recordation of this mortgage which is given to secure part of the purchase price of the property therein described and conveyed.

Ungether with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Frontded, that if the said party _____of the first part, _his__heirs, executors, administra-



| of the second party of the said party of the second party |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| commutance or assigns, the aforesaid sum of |
| TWO THOUSAND |
| together with the interest thereon, and any future advances made as aforesaid, as and when the |
| same shall become due and payable, and in the meantime do and shall perform all the covenants |
| herein on his part to be performed, then this mortgage shall be void. |
| |
| And it is Agreed that until default be made in the premises, the said party of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest |
| thereon, the said part y of the first part hereby covenant to pay when legally demandable. |
| But in case of default being made in payment of the mortgage debt aforesald, or of the interest
thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of
this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become |
| due and payable, and these presents are hereby declared to be made in trust, and the said part y |
| of the second part . its successors metry energy and assigns, or |
| |
| agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which sald sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent, to the party selling or making sald sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over |
| to the said part_yof the first part, hisheirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed |
| and paid by the mortgagor, his representatives, heirs or assigns. |
| And the self-self-self-self-self-self-self-self- |
| And the said part y of the first part further covenant to Insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies |
| acceptable to the mortgagee orits / assigns, the improvements on the hereby mortgaged land to |
| the amount of at least Two Thousand and 00/100 (\$2,000.00) - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire |
| or other losses to inure to the benefit of the mortgagee , _ its successors kaixs or |
| assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt. |
| Bitness, the hand and seal of said mortgagor. |
| |
| Witness: |
| It I grand & Hutter [Seal] |
| State of marytano, |
| Allegany County, to-wit: |
| |
| I hereby certify, That on this 24th. day of December, |
| in the year nineteen hundred and fifty-four , before me, the subscriber |
| a Notary Public of the State of Maryland, in and for said County, personally appeared |
| William S. Hutter |
| |
| andacknowledged the aforegoing mortgage to be his |

LIBER 309 PAGE 214

act and deed; and at the same time before me also personally appeared John H. Mosner, Vice-President of the Second National Bank , the within named mortgagee and made oath in due form of law, that the consideration in mortgage is true and bona fide as therein set forth, and further made oath that he is the Vice-President of said Bank and duly authorized by it to make this affidayif. WITNESS my hand and Notarial Seal the day and year aforesaid. Notary Public FILED AND RECORDED DECEMBER 27" 1954 at 2:40 P.M. PURCHASE MONEY This Morigane, Made this 23rd day of December in the year Nineteen Hundred and fifty-four SOWERS A. JACKSON and KATHLEEN W. JACKSON, his wife, Allegany County, in the State of Maryland, part ies of the first part, and FROSTBURG NATIONAL BANK, a national banking corporation duly incorporated under the laws of the United States of America, with its principal office in My Frostburg, Allegany ____County, in the State of Maryland ___of the second part, WITNESSETH: Whereas, the said parties of the first part are justly indebted unto the said party of the second part, its successors and assigns, in the full sum of THIRTY-TWO HUNDRED - - - - - - - - - - - - - - - - - - (\$3200.00) payable one year after date of these presents, together with interest thereon at the rate of six per centum (6%) per annum, payable quarterly, as evidenced by the joint and several promissory note of the parties of the first part payable to the order of the party of the second part, of even date and tenor herewith, which said indebtedness, together with interest as aforesaid, the said parties of the first part hereby covenant to pay to the said party of the second part, its successors and assigns, as and when the same is due and payable.

LIBER 309 PAGE 215

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Name Cherefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said parties—of the first part do—give, grant, bargain and sell, convey, release and confirm unto the said part Y—of the second part—, its successors—keexand assigns, the following property, to-wit:

ALL that lot or parcel of ground situated near Frostburg, Allegany County, Maryland, and North of Consolidation Village, in Election District No. 26, it being a part of that piece or parcel of the "Timberland Farm Tract", which was conveyed to Charles Cathcart, Jr., et ux, by Henry Rairick, et ux, by deed dated April 7, 1941, and recorded in Liber No. 189, folio No. 522, of the Land Records of Allegany County, Maryland, and more particularly described as follows:

BEGINNING at a stake standing at the end of 76 feet on a line drawn North sixty-three degrees forty-nine minutes West from a Red Oak Tree, a corner of the whole "Timberland Farm Tract", and at the end of the 14th line thereof and said tree being also at the end of the 1st line of the aforesaid Rairick-Cathcart deed, and said point of beginning being also at the end of one hundred and fifty feet on the first line of the aforesaid Rairick-Cathcart deed, and running thence with said 1st line reversed and corrected as to true meridian North sixty-three degrees forty-nine minutes West one hundred and fifty feet to a stake on the East margin of a road, said stake being also the beginning of the aforesaid Rairick-Cathcart deed, thence with part of the last line thereof reversed and corrected, South one degree twenty-three minutes East fifty-six and four-tenths feet to a stake, thence South sixty-three degrees forty-nine minutes East one hundred twenty-three and nine-tenths feet to a stake, thence North twenty-six degrees eleven minutes East fifty feet to the beginning, containing . 157 of an acre, more or less.

IT being the same property which was conveyed by Charles Cathcart, Jr. et ux to Sowers A. Jackson et ux by deed dated as of even date and to be recorded among the Land Records of Allegany County, Maryland, prior to the recordation of this mortgage which is given to secure part of the purchase price of the property therein described and conveyed.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said part ies of the first part hereby covenant to pay when legally demandable.

COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner

and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of ail expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said part ies of the first part , their ...heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s. their representatives, heirs or assigns. And the said part is of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its/assigns, the improvements on the hereby mortgaged land to the amount of at least Thirty-two Hundred and 00/100 - - - - - - Doliars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee , its successors _lien or claim hereunder, and to place such assigns, to the extent of.... policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt. HittPBB, the hands and seals of said mortgagors. Witness: Sovers A. JACKSON [Seal] State of Maryland, Allegany County, to-wit: I hereby rertify. That on this 23rd day of December. in the year nineteen hundred and fifty-four , before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Sowers A. Jackson and Kathleen W. Jackson, his wife, and they acknowledged the aforegoing mortgage to be their respective act and deed; and at the same time before me also personally appeared F. Earl Kreitzburg. Cashier of the Frostburg National Bank, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and further made oath that he is the cashier of said Bank and duly authorized by it to make this affidavit. is hand and Notarial Seal the day and year aforesaid.

THE MITTHER. Made this Sixteenth day of December.

in the year Nineteen Hundred and Fifty-four----, by and between DOBALD FRANCIS AMANN and HELEN MAE AMANN, his wife,

of Westernport, Allegany County, in the State of Maryland,

pardes of the first part, and THE FIRST NATIONAL BANK, OF PIEDMONT, WEST

VIRGINIA, a corporation organized under the National Banking Laws,

pary _____of the second part, WITNESSETH:

Unbereas, the said Donald Francis Amann and Helen Mae Amann, his wife, are indebted unto the said THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, in the just and full sum of FORTY-SEVEN HUNDRED DOLLARS (\$4700.00), as evidenced by their joint and several negotiable, promissory note, of even date herewith, for said sum of FORTY-SEVEN HUNDRED (\$4700.00) DOLLARS, payable on demand to the order of the said THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, with interest from date, at said BANK; and to be repaid in sums of not less than FIFTY-FIVE (\$55.00) DOLLARS per month until the entire amount of principal of said note, with interest, has been fully paid; to secure the payment of which said of FORTY-SEVEN HUNDRED (\$4700.00) DOLLARS, with interest as aforesaid, these presents are executed;

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Donald Francis Amann and Helen Mas
Amann, his wife, parties of the first part,

do here by give, grant, bargain and sell, convey, release and confirm unto the said ----THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, its successors
befor and assigns, the following property, to-wit:

All those certain parcels of land, situated in Hammond's Addition to Westernport, Allegany County, Maryland, described as follows:

All those certain lots known, designated and numbered on the Plat of Hammond's Addition to the Town of Westernport, Allegany County, Maryland, as LOTS MUMBERS TWO HUNDRED AND FORTY-ONE (241), TWO HUNDRED AND FORTY-THREE (243) and TWO HUNDRED AND FORTY-FOUR (242), said Lots Eumbers 241 and 243 fronting

on the West side of Walnut Street and extending back therefrom to the rear of Lots Numbers 242 and 244, which said Lots 242 and 244 front on the East side of Spruce Street in said Town and extend back therefrom to the rear of said Lots Numbers 241 and 243, the whole thereof being bounded by Walnut Street on the East; Fifth Street on the South; Spruce Street on the West and by Lots Nos. 245 and 246 on the North, and being the same property which was conveyed to the said Donald Francis Amann by Bernard J. Amann et al. by Deed, dated October 18th, 1951, and recorded among the Land Records of said Allegany County, Maryland, in Liber No. 236, folio 277, to which said Deed reference is hereby specially made.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

hereby covenant to pay when legally demandable.

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Pristy

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said ______

THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, its successors

his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much theref as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said Parties of the first

in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.



| End the said parties of the first part | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|
| incure forthwith . 1 | further covenant to |
| insure forthwith, and pending the existence of this mortgage, to keep ins | |
| Company or companies acceptable to the mortgagee or its successo | |
| East a comments on the hereby mortgaged land to the amount of | at least |
| Forty-seven hundred (\$4700.00) | Dollars, |
| and to cause the policy or policies issued therefor to be so framed or ende | |
| to inure to the benefit of the mortgagee , its successors below | |
| of its or their lien or claim hereunder, and policies forthwith in possession of the mortgagee , or the mortgagee ma | y effect said insurance |
| and collect the premiums thereon with interest as part of the mortgage d | ebt |
| Mitness, the hand and scal of said mortgagor | |
| Attest: | |
| General Mayling of Lonald France | o Amann(SEAL) |
| Lonard Mayling , Lonald House | (SEAL) |
| in the year nineteen Hundred and Fifty four ball of the State of Markets, in and for said County, personances American and Habon Habon in and for said County, personances American and Habon Habon in and for said County, personances American and Habon in the said County, personances and Habon in the said County in th | ofure me the entrant |
| Francis Amann and Helen Mae Amann, his wife, | nally appeared Donald |
| and each acknowledged the aforegoing alortgage to be their | reanestiva |
| act and deed; and at the same time before me also personally appeared | P. D. |
| STATES OF THE FIRST NATIONAL BANK, OF PIEDMONT, WE | ST VIRGINIA. |
| the within named mortgagee, and made oath in due form of law, that the mortgage is true and bona fide as therein set for forth. | e consideration in said |
| as dierem set for forth. | |
| WITNESS my hand and Notariai Seal the day and year aforesaid. | |
| The amiesion expires | |
| Tedining 7th 1961 June 1/ | Kaylung of |

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Winds.

FILED AND RECORDED DECEMBER 27" 1954 at 10:45 A.M.

THIS PARTIAL RELEASE OF MORTGAGE, Made this Fifteenth day of November, in the year Mineteen hundred and fifty-four, by and between The Dixon Realty Company, a corporation, party of the first part, and Lucy Marsh, (widow), party of the second part;

Whereas the said party of the first part is the holder of a note and Mortgage on certain property owned by the said Lucy Marsh as described in a certain Deed from Mary E. Shultice et al., dated January 6th, 1923, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 148, folio 239; and

WHEREAS the said party of the second part by Deed of even date herewith has sold unto Robert H. Maybury and R. Heber Poland a strip of parcel of said land 23½ feet wide and 210 feet long next to and adjoing the part of said land heretofore sold and conveyed unto the said Robert H. Maybury and R. Heber Poland by Deed dated June 5th, 1952, and recorded among the Land Records of said Allegany County in Liber 241, folio 276; and desires to have the said Mortgage Lien waived and released upon said strip or parcel of land sold as aforesaid;

NOW, THEREFORE, in consideration of the sum of One dollar, the receipt of which is hereby acknowledged, the said party of the first part doth hereby release said strip or parcel of land sold and conveyed to the said Robert H. Maybury and R. Heber Poland and waives the lien thereon of that certain Mortgage made by said party of the second part, dated April 20th, 1949, and recorded among the Mortgage Records of said Allegany County, Maryland, in Liber No. 223, folio 247, but, nevertheless, retains the Mortgage Lien upon the remainder of said property as security for the moeny remaining due on said Mortgage.

Witness the corporate name and seal of the said party of the first part the day and year ferst above written.

THE DIXON RELLTY COMPANY, by

Attest:

Secretary

STATE OF WEST VIRGINIA, MINERAL COUNTY, TO WIT:

I, hereby certify that on this 24 day of Nobember, 1954. before me, the undersigned, a Notary Public of the State of West Virginia, in and for said County of Mineral, personally appeared Abbie D. Dixon, President of The Dixon Realty Company, a corporation, and did acknowledge the aforegoing partial Release of Mortgage on behalf of said Corporation to be the act and deed of



said The Dixon Realty Company.

IN WITHESS WHEREOF I have hereunto subscribed my name and affixed my Notarial Seal the day and year in this certificate Alberdien

Ty commission expires Dec. 3. 1956

otary Tublic

FILED AND RECORDED DECEMBER 27" 1954 at 9:55 A.M. This Morigage, Made this 24th. day of December, in the year

Nineteen Hundred and Fifty-Four by and between

ERVIN D. HANSEL and DOLLY E. HANSEL, his wife,

of Ailegany County, in the State of Maryland, party of the first part, hereinafter sometimes cailed mortgagor, which expression shall include the plural as well as the singular, and the feminine as weii as the masculine, as the context may require, and THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, a corporation duly incorporated under the Laws of the State of Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

WHEREAS, the said mortgagor is justly and bona fide indebted unto The Fidelity Savings Bank of Frostburg, Ailegany County, Maryland, the mortgagee herein, in the full sum of THREE THOUSAND FIVE HUNDRED FIFTY AND NO/100- - - - - - - - - - Doliars (\$3,550.00) with interest at the rate of six per centum (6%) per annum, for which amount the said mortgagor has signed and delivered to the mortgagee a certain promissory note bearing even date herewith and payable in monthly installments of

Thirty-nine - - - - 42/00 Doliars, (\$ 39.42) commencing on the 24th. January day of day of each month thereafter until the principal and interest are and on the fuily paid, except that the final payment of principal and finterest, if not sooner paid, shall be due and payable on the 24th. day of December, 1964, 1964 . Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof.

AND, WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date hereof.



NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Ervin D. Hansel and Dolly E. Hansel, his wife,

does hereby give, grant, bargain and sell, convey, transfer, release and confirm unto the said The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee, its successors and assigns, in fee simple, the following described property, to-wit:

ALL that lot, piece or percel of land lying and being in Allegany County, and State of Maryland, end known end distinguished es Lot No. 100 in McGulloh's Addition to the Town of Frostburg, and which said lot is more particularly described by and conteined within the following courses and distances, to-wit:

FECTINITIES at a standing at the end of the first line of Lot No. 99 and running thence with Bowery Street South 362 degrees West 55 feet; North 61 degrees West 165 feet to an elley; and with it, North 362 degrees East 55 feet; then South 61 degrees East 165 feet to the place of beginning. Saving and excepting therefrom all the large vein of coal which may be under the aforesaid described lot and parcel of land as heretofore cold and conveyed by George McCulloh and Mary McCulloh during their life time.

EKING the same property which was conveyed to David P. Hansel and Jame V. Hansel his wife, end the said Ervin D. Hansel and Dolly E. Hansel, his wife, by deed from Nellie C. Engle, widow, dated April 22, 1946, end recorded in Liber No. 208, folio 398, one of the Land Records of Allegany County, Maryland. After the death of the said David P. Hansel, the said Jame V. Hansel, his widow, conveyed their interest in seid property to the said Ervin D. Hansel and Dolly E. Hansel, his wife, by deed deted December 24th., 1954, which is intended to be recorded emong said Land Records prior to the recordetion of this mortgage.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenences thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described lands and premises unto the said mortgagee, its successors end essigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, edministrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until defeult be mede in the premises and no longer, the said mortgagor may retain possession of the mortgaged property, upon paying in the meantime, ell taxes, assessments and public itens levied on said property, all which taxes, mortgage debt and interest thereon, end all public charges end assessments, the said mortgagor hereby covenants to pay when iegaliy demandable.

But in case of defeult being mede in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents ere hereby declared to be made in trust, and the said mortgages, its successors or assigns, or ALBERT A. DOUB, its, his or their duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her

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or their heirs or assigns; which sale shall be made in the manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply; first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent, to the party selling or making sald sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the sald mortgagor, his heirs or assigns, and in case of advertisement under the above power and no sale, one-half of the above commission shall be allowed and paid by the mortgagor, his representatives, heirs or assigns.

AND the said mortgagor, further covenants with the mortgagee as follows:

To insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors, or assigns, the improvements on the hereby mortgaged land to the amount of at least

THREE THOUSAND FIVE HUNDRED FIFTY AND NO/100-----(\$3,550.00) Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in the possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

To deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date any and all governmental levies that may be made on the mortgaged property, this mortgage or the indebtedness hereby secured.

To permit, commit or suffer no waste, impairment, or deterioration of said property, or any part thereof, and upon the failure of the mortgager to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgager to comply with said demand of the mortgagee for a period of sixty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire indebtedness hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver as hereinafter provided.

That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

That should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor, his heirs, personal representatives or assigns without the mortgagee's written consent, then the whole of this mortgage indebtedness shall immediately become due and demandable.

That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment as herein provided, shall have continued for sixty days or after default in the performance of any of the aforegoing covenants or conditions for sixty consecutive days.

And the said mortgager hereby warrants generally to, and covenants with the said mortgagee that a perfect fee simple title is conveyed herein free of all ilens and encumbrances, except for this mortgage and covenants that he will execute such further assurances as may be requisite.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

AND it is agreed that the powers, stipulations and covenants, aforesaid are to extend to and bind the several heirs, executors, administrators, successors and assigns of the respective parties hereto.

WITNESS the hand and seai of sald mortgagor.

TTEST:

May M. Roce

Park M. Face

Grown D. HANSEL (SEAL)

Dolly E. Hansel (SEAL)

(SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I Hereby Certify, That on this 24th. day of December, in the year Nineteen

Hundred and Fifty -Four before me, the subscriber, a Notary Public of the State of Mary-land, in and for said County, personally appeared

ERVIN D. HANSEL and DOLLY E. HANSEL, his wife,

and each acknowledged the foregoing mortgage to be their respective act; and at the same time, before me also personally appeared active treasurer of THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said true and the said true and bona fide as therein set forth; and the said true and corporation and duly authorized to by it to make this affidavit.

IN WITNESS WHEREOF I have hereto set my hand and affixed my Notariai Seai the day

Reinh M. Page

Notary Public

1 Ferst State Den K. wrantenelle Med

FILED AND RECORDED DESEMBER 28" 1954 at 3:40 P.M.

This Mortgage, made this - 28

day of December

, in the

year Nineteen Hundred and fifty-four .by and between
Harry Sebastian Winner, unmarried, of Allegany County, in the State of
Maryland, but temporarily in Garrett County, in the State of Maryland,

hereinafter called Mortgagor , which heirs, personal representatives, successors and assigns where the context so admits or requires, of ARMING EMMA C. Winner,

hereinafter called Mortgagee , which expression shall include her heirs, personal representatives, successors and assigns, where the context so requires or admits, of Allegany County, State of Maryland, part y of the second part, witnesseth:

WHEREAS, the said Mortgagor is justly and bona fide indebted unto the said Mortgagee in the full sum of Four Thousand (\$4,000.00) Dollars, together with the interest thereon at the rate of Six per centum (6%) per annum. The said Mortgagor hereby covenants and agrees to make payments of not less than Twenty-Five (\$25.00) Dollars each month on account of the principal indebtedness and interest as herein stated, the interest

to be computed monthly at the rate aforesaid and deducted from said payments, and the balance thereof, after deducting the interest, shall be credited to the principal indebtedness.

THIS MORTGAGE IS EXECUTED TO SECURE PART OF THE PURCHASE MONEY FOR THE PROPERTY HEREIN DESCRIBED AND CONVEYED AND IS, THEREFORE, A PURCHASE MONEY MORTGAGE.

NOW, THEREFORE, this deed of mortgage witnesseth that, in consideration of the premises and the sum of One Dollar, in hand paid, the said Mortgagor do hereby bargain and sell, give, grant, convey, release and confirm unto the said Mortgagee the following property, to-wit:

All that piece or parcel of land located in Election District No. 06 in Allegany County, Maryland, and near Mine No. 13 of the Consolidation Coal Company, and more particularly described as follows, to-wit:

BEGINNING for the same at a point marked No. 113, and running thence North 75 degrees 54 minutes West 3501.92 feet, thence North 50 degrees 21 minutes East 485.78 feet, thence North 12 degrees 53 minutes East 1052.18 feet, North 46 degrees 35 minutes East 553.24 feet, South 71 degrees 08 minutes East 3590.67 feet, South 74 degrees 39 minutes East 649.95 feet, South 13 degrees 56 minutes West 64.45 feet, South 53 degrees 53 minutes East 210.16 feet, South 37 degrees 53 minutes East 108.99 feet, South 4 degrees 34 minutes West 136.63 feet, South 64 degrees 57 minutes East 259.06 feet, South 3 degrees 25 minutes East 366.67 feet, South 17 degrees 50 minutes West 260.00 feet, North 89 degrees 04 minutes West 148.41 feet, North 63 degrees 49 minutes West 528.04 feet, South 34 degrees 09 minutes West 923.72 feet to the place of beginning.

EXCEPTING, HOWEVER, all those two parts or parcels of the above described land which were conveyed by George Stern, Trustee and others by the following deeds: 1. George Stern, Trustee, and others to Rudolph G. Lewis and Sidney Jane Lewis, his wife, dated November 5, 1937, and recorded in Liber No. 168, folio 475, one of the Land Records of Allegany County. 2. George Stern, Trustee, and others, to Annie Minnick, widow, dated April 25, 1935, and recorded in Liber No. 188, folio 41, of said Land Records.

It being the same property which was conveyed unto the said Mortgagor by Emma C. Winner, widow, by deed dated the day of December, 1954, and to be duly filed for record among the Land Records of Allegany County.

There is also excepted and reserved all mineral and other sub-surface rights as evidenced by a Reservation contained in a certain deed from Consolidation Coal Company, et al, to Eva Meyers, the predecessor in title to this property, as will be seen by reference to deed dated November 7, 1928, and recorded in Liber No. 161, folio 153, of said Land Records.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED that if the said Mortgagor shall pay to the said Mortgagee the aforesaid

Four Thousand (\$4,000.00) Dollars,

and in the meantime shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said Mortgagor may occupy the aforesaid property, upon paying, in the meantime, all taxes, assessments, public dues and charges levied or to be levied thereon; all of which as also said mortgage debt and the interest thereon, the said Mortgagor hereby covenant s to pay when legally demandable.

BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall at once become due and payable, and at any time thereafter either the said Mortgagee or George R. Hughes, her

duly constituted attorney or agent, is hereby authorized to sell the property hereby mortgaged, and to convey the same to the purchaser or purchasers thereof. Said property shall be sold for cash after giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Cumberland, Allegany County, Maryland

if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling.

The proceeds arising from such sale shall be applied: first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party making said sale; secondly, to the payment of all monies due and payable under this mortgage including interest on the mortgage debt to the date of the ratification of the auditor's report; and third, to pay the balance to the said Mortgagor. In case of advertisement under the above power, but no sale, all expenses and one-half of said commissions shall be paid by the Mortgagor to the person advertising.

AND the said Mortgagor further convenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee

the improvements on the hereby mortgaged land to an amount of at least Four Thousand (\$4,000,00) dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of loss, to inure to the benefit of the Mortgagee to the extent of her hereunder, and to piace such policy or policies forthwith in possession of the Mortgagee to inure to the benefit of the Mortgagee lien or claim the premium or premiums for said insurance when due. ; and to pay WITNESS the hand and seal of said Mortgagor Attest A SEPASTIAN WINNER (SEAL) STATE OF MARYLAND, ADDEGRAX COUNTY, TO-WIT: I hereby certify that on this 28, __day of_ December , in the year 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared, Harry Sebastian Winner, unmarried, the within name , and acknowledged the foregoing mortgage to be___ act and deed, And at the same time, before me, also personally appeared Emma C. Winner, the within named Mortgagee , and made die form of law that the consideration in said mortgage is true and bona fide as therein set forth. WITNESS my hand and Notariai Seal the day and year last above written Notary Public Carrett County, Maryland My commission empires May 2, 1966

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FILED AND RECORDED DECEMBER 28" 1954 at 3:20 P.M.

This Mortgage, made this - 28

day of December

, in the

year Nineteen Hundred and fifty-four , by and between Harry Sebastian Winner, unmarried, of Allegany County, in the State of Maryland, but temporarily in Garrett County, in the State of Maryland,

expression shall include his heirs, personal representatives, successors and assigns where the context so admits or requires, SECKINGENCOMMENTALEMENT FIRST, part Y of the first part and

The First State Bank of Grantsville, Grantsville, Maryland,

hereinafter called Mortgagee , which expression shall include 1ts heirs, personal representatives, successors and assigns, where the context so requires or admits, of Allegany County, State of Maryland, part y of the second part, witnesseth:

WHEREAS, The said Mortgagor is justly and bona fide indebted unto



the said Mortgagee in the full sum of Thirty-Five Hundred (\$3500.00) Dollars, together with the interest thereon at the rate of Six per centum (6%) per annum. The said Mortgagor hereby covenants and agrees to make payments of not less that Fifty-Eight and 27/100 (\$58.27) Dollars each month on account of the principal and interest as herein stated, the interest to be computed monthly and deducted from said payments, and the balance thereof, after deducting the interest, shall be credited to the principal indebtedness, all as evidenced by a Promissory Note bearing even date and tenor herewith.

THIS MORTGAGE IS EXECUTED TO SECURE PART OF THE PURCHASE MONEY FOR THE PROPERTY HEREIN DESCRIBED AND CONVEYED AND IS, THEREFORE, A PURCHASE MONEY MORTGAGE.

NOW, THEREFORE, this deed of mortgage witnesseth that, in consideration of the premises and the sum of One Dollar, in hand paid, the said Mortgagor do hereby bargain and sell, give, grant, convey, release and confirm unto the said Mortgagee the following property, to-wit:

All that piece or parcel of land located in Election District No. 26 in Allegany County, Maryland, and near Mine No. 13 of the Consolidation Coal Company, and more particularly described as follows, to-wit:

BEGINNING for the same at a point marked No. 113. and running thence, North 75 degrees 54 minutes West 3501.92 feet, thence North 50 degrees 21 minutes East 485.78 feet, thence North 12 degrees 53 minutes East 1052.18 feet, North 46 degrees 35 minutes East 553.24 feet, South 71 degrees 08 minutes East 3590.67 feet, South 74 degrees 39 minutes East 649.95 feet, South 13 degrees 56 minutes West 64.45 feet, South 53 degrees 53 minutes East 210.16 feet, South 37 degrees 53 minutes East 108.99 feet, South 4 degrees 34 minutes West 136.63 feet, South 64 degrees 57 minutes East 259.06 feet, South 3 degrees 25 minutes East 366.67 feet, South 17 degrees 50 minutes West 260.00 feet, North 89 degrees 04 minutes West 148.41 feet, North 63 degrees 49 minutes West 528.04 feet, South 34 degrees 09 minutes West 923.72 feet to the place of beginning.

EXCEPTING, HOWEVER. all those two parts or parcels of the above described land which were conveyed by George Stern, Trustee and others by the following deeds: 1. George Stern, Trustee, and others to Rudolph G. Lewis and Sidney Jane Lewis, his wife, dated November 5, 1932, and recorded in Liber No. 168, folio 475, one of the Land Records of Allegany County. 2. George Stern, Trustee, and others, to Annie Minnick, widow, dated April 25, 1935, and recorded in Liber No. 188, folio 41, of said Land Records.

It being the same property which was conveyed unto the said Mortgagor by Emma C. Winner, widow, by deed dated the day of December, 1954, and to be duly filed for record among the Land Records of Allegany County.

There is also excepted and reserved all mineral and other sub-surface rights as evidenced by a Reservation contained in a certain deed from Consolidation Coal Company, et al, to Eva Meyers, the predecessor in title to this property, as will be seen by reference to deed dated November 7, 1928, and recorded in Liber No. 161, folio 153, of said Land Records.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 928 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED that if the said Mortgagor shail pay to the said Mortgagee the aforesaid Thirty-Five Hundred (\$3500.00) Dollars,

and in the meantime shall perform all the covenants herein on this mortgage shall be void.

part to be performed, then

AND IT IS AGREED, that until default be made in the premises, the said Mortgagor may occupy the aforesaid property, upon paying, in the meantime, all taxes, assessments, public dues and charges levied or to be levied thereon; all of which as also said mortgage debt and the interest thereon, the said Mortgagor hereby covenant 3 to pay when legally demandable.

BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall st once become due and payable, and at any time thereafter either the said Mortgagee or George R. Hughes, its

duly constituted attorney or agent, is hereby authorized to sell the property hereby mortgaged, and to convey the same to the purchaser or purchasers thereof. Said property shall be sold for cash after giving at least twenty days' notice of the time, place, manner and terms of saie, in some newspaper published in Cumberland, Allegany County, Maryland if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in

convenient parcels, as may be deemed advisable by the person selling.

The proceeds arising from such sale shall be applied: first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party making said sale; secondly, to the payment of all monies due and payable under this mortgage including interest on the mortgage debt to the date of the ratification of the auditor's report; and third, to pay the balance to the said Mortgagor. In case of advertisement under the above power, but no sale, all expenses and one-half of said commissions shall be paid by the Mortgagor to the person advertising.

AND the said Mortgagor further convenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee . the improvements on the hereby mortgaged land to an amount of at least Thirty-Five Hundred (\$3500.00)

dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of loss, to inure to the benefit of the Mortgagee to the extent of hereunder, and to place such policy or policies forthwith in possession of the Mortgagee ; and to pay lien or claim the premium or premiums for said insurance when due. ; and to pay

| JOSEPH F. FAHEY GARRETT STATE OF MARYLAND, XXXEEXXXX COUNTY, TO-WIT: I hereby certify that on this day of | WITNESS the hand and seal of said Mortga | gor |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------|---------------------------------------------|
| STATE OF MARYLAND, XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX | Jasupan Hahry | MANNEY SEEASTIAN WINNER SEAL) |
| the within named Mortgagor and acknowledged the foregoing mortgage to be his act and deed. And at the same time, before me, also personally appeared Joseph F. Fahey, of The First State Bank of Grantsville, Grantsville, Maryland, the within named Mortgagee and made oath in the same time consideration in said mortgage is true and bona fide as therein set forth. Pug WEDNESS my hand and Notarial Seal the day and year last above written. | STATE OF MARYLAND, XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX | -WIT: |
| the within named Mortgagor . and acknowledged the foregoing mortgage to be his act and deed. And at the same time, before me, also personally appeared Joseph F. Fahey, of The First State Bank of Grantsville, Grantsville, Maryland, the within named Mortgagee . and made oath in the within named Mortgagee . and made oath in the within named Mortgagee . and made oath in the within named Mortgagee . The forth. AND Public Carrett County, Maryland | | *** |
| the within named Mortgagor and acknowledged the foregoing mortgage to be his act and deed. And at the same time, before me, also personally appeared Joseph F. Fahey, of The First State Bank of Grantsville, Grantsville, Maryland, the within named Mortgagee and made oath in the form of law that the consideration in said mortgage is true and bona fide as therein set forth. Public Carriell County, Maryland | | or the beate of mary mild, |
| act and deed. And at the same time, before me, also personally appeared Joseph F. Fahey, of The Pirst State Bank of Grantsville, Grantsville, Maryland, the within named Mortgagee , and made oath in the within named Mortgagee , and made oath in the within named Mortgagee , and made oath in the Within same time, before me, also personally appeared Joseph F. Fahey, the within named Mortgagee , and made oath in the Within same time, before me, also personally appeared Joseph F. Fahey, the within named Mortgagee , and made oath in the Within same time, before me, also personally appeared Joseph F. Fahey, the within named Mortgagee , and made oath in the Within same time, before me, also personally appeared Joseph F. Fahey, the within named Mortgagee , and made oath in the Within same time, before me, also personally appeared Joseph F. Fahey, the within named Mortgagee , and made oath in the within named Mortgagee , and made oath in the within named Mortgagee , and within the consideration in said mortgage is true and bona fide as therein set forth. Public Carriell County, Maryland Agents of the consideration in said mortgage is true and bona fide as therein set forth. | in and for said County, personally appeared, Har | rry Sebastian Winner |
| A CONTROL STATE COUNTY, Maryland Agent Public Carrett County, Maryland Research Search County, Maryland Research County, M | of The First State Bank of Grantsvill | e, Grantsville, Maryland, |
| Modern Public Garrett County, Maryland Aguen Hall | and form of law that the consideration in said mortgage | is true and bona fide as therein set forth. |
| Hotory Public Carrett County, Maryland Region Fales Notary Public Site commission stephen Sites 2, 1964 | A | year last above switten. |
| Hotary Public Garren Hay 2, 1964 My commander supples Hay 2, 1964 JOSEPH F FAHEY Notary Public | FFF CC | Van HI |
| JOSEPH F. FAHEY | Hotory Public Garren | Notary Public |
| | | JOSEPH E FAHEY |

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FILED AND HECOHDED DECEMBER 28" 1954 at 2:20 P.M.

This Mortgage, Made this 2300 day of DECEMBER year Nineteen Hundred and fifty-four by and between

David R. Noble and Edns H. Moble, his wife,



LIBER 309 PAGE 229

of Allegany County, in the State of Maryland, part108 of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Seventeen Hundred and Fifty & 00/100 - - - - - - (\$1,750.00) - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 6 per cent. per annum, in the manner following:

By the payment of Seventeon and 50/100 ----- (317.50) Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforegranting of said advance.



Prov Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, release and confirm unto the said mortgages, its successors or assigns, in fee simple, all the following described property, to-wit:

All that certain real estate, with all improvements thereon, situate in the City of Cumberland, Allegany Courty, Maryland, and more particularly described as follows, to-wit:

Being Lots Nos. 646, 647, and 648 as shown and designated on a plat of the Humbird Land and Improvement Company's Addition to South Cumberland, which plat is recorded among the Land Records of Allegany County at the end of Liber No. 73, said lots being located on the north side of Poberts Street, beginning at its intersection with the east side of Clive Avenue, and have a frontage on the north side of Poberts Street with a depth northerly of iniform width of Poberts Street of ninety feet with a depth northerly of iniform width of 150 feet.

Reing the same property to which William H. Saville and Alice V. Saville, his wife, became entitled in fee simple under the following conveyances, viz: A deed from William Pearre to them, dated November 1, 1907, and recorded among the Land Records of Allegany County in Liter No. 192, folio 332, conveying said lot No. 646 and the vectormost five feet of Lot No. 647; and a Deed from Frank Zahradka and wife to them dated April 17, 1914; and recorded among said Land Records in Liber No. 114, folio 268, conveying the easternmost twenty-five feet of Lot No. 647, and being also the same property and premises which by a deed bearing even date herewith, and recorded among said Land Records prior hereto, was granted and conveyed by the said William H. Saville and wife, to the said James R. Smith and Laura May Smith, his wife, in fee simple; to which said respective deeds, reference is hereby made for a more full and particular description of the property hereby conveyed.

Being the same property conveyed to David R. Noble and Edna H.

Noble, his wife, by deed from the Western Maryland Investment Company, a corporation, dated the 6th day of June, 1944, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 199, folio 690, etc.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the agregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

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THE PERSON NAMED IN

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It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgage that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to boid the above described land and premises unto the said mortgages, its successors and assigns, forever, provided that if the said mortgagers, their heirs, executors, administrators or assigns, do and shall pay to the said mortgages, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on the 1 part to be performed, then this mortgage shall be void.

End it is Egreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all more more sowing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement the mortgagors, representatives, heirs or assigns.

Enothe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgage or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Savantean Hundrad and Fifty & 00/100 - (\$1750.00) - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgages, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgages, or the mortgage may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Bind the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgages, its successors and assigns all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgages is hereby authorized, in the event of such default to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.



In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax recipts evidencing the payment of all law-deneing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governments levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgage may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgage's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said mortgage debt intended hereby

Mitness, the hand and seal of said mortgagors

Attest:

Desire Rolle SEAL

Edne H. Noble SEAL

Idne H. Noble SEAL

State of Maryland, Allegany County, to-wit:

I hereby rertify. That on this 23Ro day of DECENDER.

in the year nineteen Hundred and Fifty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

David R. Noble and Edna H. Noble, his wife,

the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Notary Public.

part _____of the second part, WITNESSETH:

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| TILED AND RECORDED DECEMBER 28" 1954 at 12:55 P.M. | |
|---------------------------------------------------------------------------------------------|----------------------------|
| This Marinage, Made this 27 The day of December in the year Nineteen Hundred and fifty-four | |
| By and between By and between | Darron
Darron
220 52 |
| of Allegany County, in the State of Maryland | |
| party of the first part, and FROSTBURG NATIONAL PARK, a national banking | ACT OF IS |
| corporation duly incorporated under the laws of the United States of America. | |
| of Frostburg, Allegany County, in the State of Maryland | |

Whereas, the said party of the first part is justly indebted unto the said party of the second part, its successors and assigns, in the full sum of

payable one year after date of these presents, together with interest thereon at the rate of six per centum (6%) per annum, payable quarter ly, as evidenced by the joint and several promissory note of the party of the first part payable to the order of the party of the second part, of even date and tenor herewith, which said indebtedness, together with interest as aforesaid, the said party of the first part hereby covenants to pay to the said party of the second part, its successors and assigns, as and when the same is due and payable.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Cherefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said part y of the first part dos give, grant, bargain and sell, convey, release and confirm unto the said party of the second part. Its successors and assigns, the following property, to-wit:

ALL that lot or parcel of ground, lying and being in burg:

BEGINNING at the end of one hundred and thirty-two feet on a line drawn North thirty-nine degrees West from the Northeast corner of the intersection of High Street with Frost Avenue, and running thence North fifty-one degrees East one hundred sixty-five feet to an Alley; thence with said Alley, North thirty-nine degrees West forty-eight and five feet to said Frost Avenue; thence with said Avenue, South thirty-nine degrees East forty-eight and one-half feet to the place of beginning.

IT being the same property which was conveyed to Harry Morgan and Ruth E. Morgan, his wife, by deed dated May 15, 1937, and recorded in Deeds Liber Wo. 177, folio 537, among the Land Records of Allegany County, Maryland; the said Harry Morgan having departed this life and title to the aforesaid property is now vested by operation of law in his widow, the party of the first part.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Frontided, that if the said party of the first part, her heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of



| FOUR THOUSAND | • |
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| together with the interest thereon, and any future advances made as aforesaid, as and when the | |
| same shall become due and payable, and in the meantime do and shall perform all the covenants | |
| herein on her part to be performed, then this mortgage shall be void. | |
| And it is Agreed that until default be made in the premises, the said part y of the | |
| and possess the aforesaid property, upon paying in the meantime all taxes | |
| and public hens levied on said property, all which taxes, mortgage debt and interest | |
| thereon, the said party of the first part hereby covenants to pay when legally demandable. | |
| But in case of default being made in payment of the mortgage debt aforesaid, or of the interest
thereon, or any future advances, in whole or in part, or in any agreement covered to the interest | |
| the entire mortgage debt intended to be hereby secured shall at once become | |
| due and payable, and these presents are hereby declared to be made in trust, and the said part y | |
| of the second part . 1ts successors | |
| agents are hereby authorized and emproved at the state of their duly constituted attorneys or | |
| mortgaged or so much thereof as may be necessary and to great and the property hereby | |
| the cort, his, her or their heirs or assigns; which sale shall be made in | 1 |
| Dy kiving at least twenty days, notice of the st | |
| and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale including all the sale in | |
| and a commission of the | |
| a said said said, secondly, to the nayment of all money, | |
| shall have been then matured or not; and as to the balance, to pay it over | |
| to the said party of the first part . her heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed | |
| and paid by the mortgagor, her representatives, heirs or assigns. | |
| And the said party of the feet | |
| And the said party of the first part further covenants to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies | |
| acceptable to the mortgagee or 1ts assigns, the improvements on the hereby mortgaged land to | İ |
| the amount of at least FOUR THOUSAND00/100 (\$4,000.00) | |
| and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire | l |
| or other losses to inure to the banest of the | |
| | |
| policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt. | |
| | |
| witness, the hand and seal of said mortgagor . | |
| Witness: | |
| · C · · · · · · · · · · · · · · · · · · | |
| Frank L. Simons Ruth E. Morgan (Seal) | |
| RUTH E. MORGAN [Seal] | |
| State of Maryland, | |
| Allegany County, to-wit: | |
| | |
| I hereby certify. That on this 27th day of December | |
| in the year nineteen hundred and fifty-four , before me, the subscriber | |
| a Notary Public of the State of Maryland, in and for said County, personally appeared | |
| RUTH E. MORGAN, WIDOW | |
| andacknowledged the aforegoing mortgage to beher | |
| | |
| act and deed; and at the same time before me also personally appeared P. RARL KREITZBURG. | |
| Cashier of the Prostburg National Bank, | |

the within named mortgagee and made oath in due form of law, that the consideration in said

mortgage is true and bona fide as therein set forth, and the said F. Earl Kreitzburg further made oath that he is the Cashier and agent of the within named mortgagee and duly authorized by it to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.

PUELT.

Notary Public

Meger ne utre St set,

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FILED AND RECORDED DECEMBER 28" 1954 at 12:55 P.M.

| This | Mortgage, | Made this 23 | day of | December | rive # |
|------------|----------------------|---------------|--------|----------|--------------|
| in the yea | r Nineteen Hundred a | nd fifty-four | | | hy and hatma |

, by and between

----HARRY D. EISEL and GWENDOLYN H. EISEL, his wife----

of Allegany County, in the State of Maryland

parties of the first part, and THE CUMBERLAND BREWING COMPANY, a corporation duly organized and existing under the laws of the State of Maryland.

of Allegany County, in the State of Maryland

Whereast the months of the state of

part y of the second part, WITNESSETH:

Whereas, the parties of the first part are justly indebted unto the party of the second part, its successors and assigns, in the full sum of

SIXTEEN HUNDRED- - - - - - - - - 00/100 DOLLARS (\$1600.00)

which said indebtedness the parties of the first part hereby covenant and agree to pay unto the said party of the second part, its successors and assigns, one year from the date hereof.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or-any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said parties—of the first

part do hereby give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors well and assigns, the following property, to-wit:

ALL that lot, piece or parcel of ground situate, lying and being in the Town of Frostburg, Allegany County, Maryland, and known as Lot No. 5 of Block No. 5 of Beall's First Addition to Frostburg, a plat of which Addition is recorded in Map Book No. 1, page 62 among the Plat Records of Allegary County, Maryland, and which property is more particularly described as follows, to wit:

BFGINNING for the same on the Southerly side of Beall Street at a point where the division line between Lots Nos. 4 and 5 of said Block No. 5 intersect the same, and running thence with said side of said Beall Street, South fifty degrees West fifty feet; thence South forty degrees East one hundred fifty feet to the Northerly side of an alley; thence with said side of said alley, North fifty degrees East fifty feet to the aforementioned division line between Lots Nos. 4 and 5; thence with said division line, North forty degrees West one hundred fifty feet to the place of beginning.

IT being the same property conveyed to Harry D. Eisel and wife, by Sally Price Lanasa, Attorney-in-Fact for Philip J. Lanasa, Jr., and Sally Price Lanasa, his wife, by deed dated October 30, 1953, and recorded in Deeds Liber No. 254, folio 398, of the Land Records of Allegany County, Maryland.

Ungether with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

But In case of defauit being made In payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, In whoie or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said part y of the second part, its successors between advances and assigns, or

COBEY, CARSCADEN and GILCHRIST

its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit:

By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over

to the sald part is of the first part, their heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies successors acceptable to the mortgagee or 118/assigns, the improvements on the hereby mortgaged land to the amount of at least SIXTEEN HUNDRED - - -00/100 (\$1600.00) - - Dollars.

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| ause the policy or policies issued therefor to be so framed or endorsed, as in case of fire |
| iosses to inure to the benefit of the mortgagee , 1ts successors makes or |
| to the extent of <u>its or their</u> lies or claim hereunder, and to place such repolicies forthwith in possession of the mortgagee or the mortgagee may effect said see and collect the premiums thereon with interest as part of the mortgage debt. |
| Himpss, the hands and seals of said mortgagor s. |
| |
| HARRY D. EISEL Waltown Wendolyn M. Eisel. [Seal] |
| GWENDOLYN H⊄ EISEL |
| of Maryland, |
| sany County, to-wit: |
| I hereby rertify, That on this 23 day of December |
| ear nineteen hundred and fifty-four , before me, the subscriber |
| y Public of the State of Maryland, in and for said County, personally appeared |
| HARRY D. EISEL and GWENDOLYN H. EISEL, his wife |
| Chacknowledged the aforegoing mortgage to be their respective |
| deed; and at the same time before me also personally appeared John H. Stitely, |
| resident of The Cumberland Brewing Company |
| nin named mortgagee and made oath in due form of law, that the consideration in said |
| e is true and bona fide as therein set forth, and further made oath that he is President of said Company and duly authorized by it to make affidavit. |
| INESS my hand and Notarial Seal the day and year aforesaid. |
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| Notary Public |
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| | by F. Dyer and (| Charlotte M. | Dyer, hi | is wife, | DES |
| land, party o | of Allegany Cou
d mortgagors, and Firs
corporated under the la
of the second part, here
SSETH: | aws of the United | s and Loan A
States of An
ortgagee. | nerica, of Allegany | berland, a body
County, Mary- |

which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 per cent. per annum, in the manner following:

Fight Thousand & 00/100 - - - - (\$8000.00) - - - - -

By the payment of F1fty-two & 80/100 - - - (\$52.80) - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgages, its successors or assigns, in fee simple, all the following described property together.

All that lot or percel of ground lying and being on Kichigen Avenue and known as Lot No. 21 on the plat of Prockeland -Addition to Cumberland, filed in Plat Box 114, and more particularly described as follows, to-wit:

Beginning for the same at the end of the first line of Lot No. 20 above described, said point being distant, South 54 degrees 30 minutes East 250 feet from the intersection of the easterly side of Laing's Lane with the southerly side of Michigan Avenue, and runri then with Michigen Avenue, South 54 degrees 30 minutes East 40 fest to the end of the fourth line of Lot No. 22 of said addition and with said fourth line reversed, South 35 degrees 30 minutes West 130 feet to the northerly side of an alley 13.3 feet wide and with the northerly side of said alley, North 54 degrees 30 minutes West 40 feet to the division line between Lots Nos. 21 and 20 of said addition, and with said division line, North 35 degrees 30 minutes East 130 feet to Michigan Avenue, the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Charles P. Bujac and Helene M. Bujac, his wife, dated the 15th day of October, 1954, and recorded among the

Land Records of Allegany County, Maryland, in Liber No. 262, folio

507.

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"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the agregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 928 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

to bave and to bold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagers, their, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on the 1r part to be performed, then this mortgage shall be void.

And it is agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of saie in some newspaper published in Cumberland, Matyland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Enothe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Fight Thousand & 0g/100 - - - - (\$8000.00) - - - - Doilars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

End the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgages, its successors and assigns, all rents, issues and profits accruing or failing due from said premises after default under the terms of this mortgage, and the mortgage is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgages as follows; (1) to deliver to the mortgages on or before March 15th of each year tax recipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagors and their heirs, and personal recipts evidences and their heirs, and personal recipts evidences and their heirs, and personal recipts evidences are the preceding calendar year; to deliver to the mortgagors and their heirs, and personal recipts evidences are the preceding calendar year; to deliver to the mortgagors are their heirs, and personal recipts evidences.



LIBER 309 PAGE 239

dencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortraged property, on this mortrage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortragee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation—, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment

Witness, the hand and seal of said mortgagors

Attest:

Coy 7 Ryer ISEAL

Charlette m Dyer ISEAL

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 27 TN day of Deceases.

in the year nineteen Hundred and Fifty—four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Coy F. Dyer and Charlotte M. Dyer, his wife,

the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Notary Public.

FILED AND RECORDED DECEMBER 29" 1954 at 3:45 P.M. OF REAL AND PERSONAL PROPERTY

This Mortgage,/Made this 29th

day of December

in the year Nineteen Hundred and Fifty -four

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, by and between

William E. Castle and Amanda E. Castle, his wife,

of Allegany County, in the State of Maryland
part les of the first part, and CUMBERLAND SAVINGS BANK of Cumberland, Maryland,
a corporation duly incorporated under the Laws of the State of Maryland, with its principal place
of business in Cumberland, Allegany County, Maryland, party of the second part, WITNESSETH:

Onbereas, the said William E. Castle and Amanda E. Castle, his

stand indebted unto the CUMBERLAND SAVINGS BANK of Cumberland, Maryland, in the just and full sum of Forty-Five Hundred -----

Dollars (\$ 1500.00), to be paid with interest at the rate of Six per cent (6%) per annum, to be paid monthly payments and expression and the payments of at least Forty-One Dollars Sixty-Two Centaments (\$ 11.62) per month the matter of these presents and each and every month thereafter until the whole principal, together with the interest accured thereon, is paid in full, to secure which said principal, together with the interest accuring thereon, these presents are made.

It is covenanted and agreed by the parties of the first part herein, that in addition to making the regular monthly payments hereinbefore provided for, that they will deposit with the Cumberland Savings Bank an additional sum of Ten Dollars (\$10.00) per month to be held by said Bank in a separate Escrow Account for the payment of insurance premiums, City, County and State taxes, and other public liens assessed against the property herein described.

And Unbergas, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 928 of the Laws of Maryland, 1945, or any future amendments thereto.

Dow Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with interest thereon, the said William E. Castle and Amanda E. Castle, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said CUMBER-LAND SAVINGS BANK of Cumberland, Maryland, its successors or assigns, the following property, to-wit:

All that lot, piece or parcel of ground, situate, lying and being on the Westerly side of Arch Street, in the City of Cumberland, Allegany County, Maryland, and known and designated as Lot No. 45 in the Cumberland Improvement and Investment Company's Southern Addition to Cumberland, a Plat of which said Addition is recorded in Plat Book No. 1, folio 35, among the Land Records of Allegany County, Maryland, and which said lot is more particularly described as follows:

BEGINNING for the same on the Westerly side of Arch Street at the end of the first line of Lot No. 44, in said Addition, and running thence with said Street North 18 degrees 34 minutes East 39.5 feet; thence parellel with Second Street North 71 degrees 26 minutes West

<u></u>

and

100 feet to the Easterly side of Flora Alley; thence with said Alley South 18 degrees 34 minutes West 39.5 feet to the end of the second line of said Lot No. 44; and thence reversing said second line South 71 degrees 26 minutes East 100 feet to the place of beginning.

IT BEING the same property an undivided one-half interest in which was conveyed to WILLIAM E. CASTLE and AMANDA E. CASTLE, his wife, by in Liber 233, folio 75, one of the Land Records of Allegany County, Manualand which said conveyence was made subject to a life estate in Maryland, which said conveyance was made subject to a life estate in the said Cora G. Castle who departed this life August 10, 1954. being also the same property the outstanding undivided one-half interest in which was conveyed to WILLIAM E. CASTLE and AMANDA E. CASTLE, his wife, by JAMES SHAFTER CASTLE and MARY G. CASTLE, his wife, by deed dated December 29, 1954, and intended to be recorded among the Land Records of Allegany County, Maryland, immediately prior to the recording of this mortgage.

PERSONAL PROPERTY

All of the following items of personal property located in the property at No. 127Arch Street, Cumberland, Maryland, and described

One (1) General Electric Refrigerator

One (1) Thor Washer & Tubs

One (1) Detroit Jewel Gas Range

One (1) Kitchen cabinet
One (1) Breakfast set consisting of 1 table and 4 chairs
One (1) Dining room suite consisting of 1 table and 4 chairs,

1 buffet and 1 china cupboard

One (1) Moore Heater

One (1) Music box One (1) Studio couch

One (1) Desk

One (1) Coffee table Three (3) upholstered chairs

One (1) Baumer Piano and bench

Two (2) Complete bedroom suites

Cogether with the building and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Drovided, that if the said William E. Castle and Amanda E. Castle, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said CUMBERLAND SAVINGS BANK of Cumberland, Maryland, its successors or assigns, the aforesaid sum of Forty-Five Hundred----- Dollars (\$_4500.00__) together with interest thereon, as and when the same shall become due and payable, and in the meantime do and shail perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Egreed that until default be made in the premises, the said.

William E. Castle and Amanda E. Castle, his wife,

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said William E. Castle and Amanda E. Castle, his wife,

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said CUMBERLAND SAVINGS BANK of Cumberland, Maryland, its successors or and assigns, or.

Gorman E. Gotty his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to seil the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: days' notice of the time, place, manner and terms of sale in so By giving at least twenty berland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shail have been then

LIBER 309 PAGE 242

| Amenda E. Gastle, his wife, their heave power but no sale, one-half of the above commission in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s. their representatives, heirs or assigns. End the said William E. Castle and Amenda E. Castle, his wife, further covenant; to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgages or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Forty-Five Hundred ——————————————————————————————————— | | matured or not; and as to the balance, to pay it over to the said William E. Castle and |
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| in case of advertisement under the above power but no male, one-half of the above commission shall be allowed and paid by the mortgager s. their representatives, heirs or assigns. End the said William E. Castle and Amenda E. Castle, his wife, further covenant; to further covenant; to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgage or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Forty-Five Hundred——————————————————————————————————— | | Amende & Costie his ato as |
| End the said William E. Castle and Amenda E. Castle, his wife, further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgage or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Forty-Five Hundred | | |
| insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgage or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Forty-Five Hundred | | shall be allowed and paid by the mortgagor s, their |
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FILED AND RECORDED DECEMBER 29" 1954 at 12:25 P.M.

| This Martgage, Made this 287# day of DECEMBER | |
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| year Nineteen Hundred and fifty -four by and between | in the |
| Margaret C. Markwood, widow, | |

of Allegany County, in the State of Maryland, part y of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Unbereas, the said mortgages has this day loaned to the said mortgagors, the sum of Thirty-five Hundred & 00/100 - - - - - (\$3500.00) - - Dollars, which said sum the mortgagors agrees to repay in installments with interest thereon from the date hereof, at the rate of 52 per cent. per annum, in the manner following:

By the payment of Twanty-sight & 60/100 - - (\$28,60) -- - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgages in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforegranting of said advance.

Prow Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, release and confirm unto the said mortgagers does give, grant bargain and sell, convey, ing described property, to-wit:

All that piece or parcel of land in the City of Cumberland known as Lot No. 3 of the subdivision of Lots Nos. 60, 61 and 62 in Beall's First Addition to Cumberland, the plat of which division is recorded in Liber No. 73, folio 484 one of the Land Facords of Allegany County, said Lot No. 3 of said division being described as follows, to-wit:

Beginning on the north side of Henderson Avenue at the beginning of the whole Lot No. 61 of Beall's First Addition, and running then with said avenue and part of the first line of said fot, North 61 1/4 degrees West 33 feet, then North 25 1/4 degrees East 120 feet to an alley 10 feet wide, and with it South 64 3/4 degrees East 33 feet to a point on the second line of Lot No. 60 of said Beall's First Addition, and then reversing said second line South 25 1/4 degrees West 122 feet to the beginning.

Being the same property which was conveyed unto the said James W. Markwood and Margaret C. Markwood, his wife, by deed of Caroline B. Lippold dated the 14th day of September, 1953, which is recorded in Liber No. 253, folio 195 Allegany County Mortgage Records,







the said James W. Markwood having heretofore departed this life leaving the said party of the first part sole owner by operation of law. as tenant by the entireties.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

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The Mortgagors covenants to maintain ail buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrants generally to, and covenants with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that she will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

to bave and to bold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgager, har heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on harpart to be performed, then this mortgage shall be void.

And it is agreed that until default be made in the premises, the said mortgagor may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public ilens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor hereby covenants to pay when legally demandable.

But in case of defauit being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgages, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty daya' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the baiance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Hibthe said mortgagors, further covenants to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgage or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Thirty-five Bandred & 00/100 - -(\$3500.00) - -- Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgages, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgages, or the mortgages debt.

Bind the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do 8 hereby set over, transfer and assign to the mortgages, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgages is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

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In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, does hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax recipts evidencing the payment of all law-dencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to forcelose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation—, other than the
mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without
the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs
and personal representatives and assigns, without the mortgagee's written consent, then the whole
of said principal sum shall immediately become due and owing as herein provided; (5) that the
whole of said mortgage debt intended hereby to be secured shall become due and demandable after
default in the payment of any monthly installments, as herein provided, shall have continued for
thirty days or after default in the performance of any of the aforegoing covenants or conditions
for thirty consecutive days.

Withtess, the hand and seal of said mortgagors

State of Maryland, Allegany County, to-wit:

I hereby certify. That on this 28 TN day of DECEMBER in the year nineteen Hundred and Fifty-four a Notary Public of the State of Maryland, in and for said County, personally appeared ..., before me, the subscriber,

Margaret C. Markwood, widow,

the said mortgagors herein and she acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

my hand and Notarial Seal the day and year aforesaid.

FILED AND RECORDED DECEMBER 29" 1954 at 12:25 P.M.

| FILED AND ADDOCTORD DECEMBER 27 1774 at 12:27 F.M. |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| This Murigage, Made this 28 TH day of DECEMBER in the |
| year Nineteen Hundred and fifty=four by and between |
| Charles T. Mower and Margaret E. Mower, his wife, |
| of Allegany County, in the State of Maryland, particle of the first part, here-
inafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body
corporate, incorporated under the laws of the United States of America, of Allegany County, Mary- |
| land, party of the second part, hereinafter called mortgagee. |

WITNESSETH:

Fifty-sight Hundred Fifty & 00/100 - - - (\$5850.00) - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 42 per cent. per annum, in the manner following:

By the payment of Forty-four & 75/100 - - - (\$44,75) - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (8) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Flow Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagos, its successors or assigns, in fee simple, all the following described property, to-wit:

Park Addition, a development lying along the McMullen Highway about three miles westwardly of the City of Cumberland, in Allegany County, Maryland, known and designated as Lot No. 39 of Block No. 40, on the plat of said addition as recorded in Plat Case Box No. 33, one of the Land Records of Allegany County, Maryland, which said lot is more particularly described as follows, to-wit:

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Beginning for the same on the southerly side of Avenue M at the end of the first line of Lot No. 38 of said Block, and running then with the said side of said avenue North 38 degrees 54 minutes West 40 feet, then at right angles to said avenue, South 51 degrees 6 minutes West 120 feet to a 20 foot alley, then with said alley, South 38 degrees 54 minutes East 40 feet to the end of the second line of said Lot No. 38, and then with the second line of said lot reversed, North 51 degrees 6 minutes East 120 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Howard F. Duckworth and Mary E. Duckworth, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording



of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount, which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant—generally to, and covenant—with, the said mortgage that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they—will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to bold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagers, theirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on the 1rpart to be performed, then this mortgage shall be void.

And it is Egreed that until default be made in the premises, the said mortgagora may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such mission of eight per cent, to the payment of all expenses incident to such sale including taxes, and a commoneys owing under this mortgage, whether the same shall have then matured or not; and as to under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Bnothe said mortgagora, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgage or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least F1fty-sight Hundred F1fty & 00/100 - - (\$5850.00) - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

End the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgages, its successors and assigns all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgages is hereby authorized, in the event of such default, as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personmortgagee on or before March 15th of each year tax recipts evidencing the payment of all lawdencing the payment of all liens for public improvements within ninety days after the same shall

become due and payable and to pay and discharge within mnety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor's to keep the buildings on said property in good condition of repair, the mortgage may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee, immediately mature the entire principal and interest mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said property be acquired by any person, persons, partnership or corporation , other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagoe's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the aforegoing covenants or conditions for thirty consecutive days. for thirty consecutive days.

Hitness; the hand and seal of said mortgagors.

Attest:

at I. Mower

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 28 TN day of DECEMBER

in the year nineteen Hundred and Fifty-four , before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Charles T. Mower and Margaret E. Mower, his wife,

the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in sald mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

0 WITNESS my hand and Notarial Seal the day and year aforesaid. Dene Lota

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FILED AND RECORDED DECEMBER 29" 1954 at 12:25 P.M.

This Martnane, Made this 28 rd day of Deceases in the year Nineteen Hundred and fifty four by and between Thomas G. Ward and Virginia R. Ward, his wife,

of Allegany County, in the State of Maryland, partles of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Fourteen Thousand Five Hundred & 00/100 - - (\$14,500.00) - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 per cent. per annum, in the manner following:

By the payment of Ninaty-five 2 70/100 - - (\$95.70) - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the

Pow Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, release and confirm unto the said mortgagers do give, grant bargain and sell, convey, ing described property, to-wit:

All those lots, pieces or parcels of ground lying and being at the southwesterly intersection of LaVale Court and Suburban Drive known and designated as Lot Nog 120 and 121 in LaVale Boulevard Court Addition, LaVale, Allegany County, Maryland, a plat of which said addition is recorded is Liber No. 1, folio 75 one of the Plat Records of Allegany County, Maryland, which said lots are more particularly described as a whole as follows, to-wit:

Beginning for the same at the intersection of the southerly side of LaVale Court and the westerly side of Suburban Drive, and running then with said LaVale Court North 48 degrees 20 minutes West 100 feet, then South 41 degrees 40 minutes West 162.5 feet to the northerly side of LaVale Annex, and then with said LaVale Annex South 48 degrees 20 minutes East 119.5 feet to the westerly side of Suburban Drive, and then with said Suburban Drive, and then with said Suburban Drive North 34 degrees 50 minutes East 163.7 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Ralph G. Cover and Ethel M. Cover, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording

or these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property, as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needtul and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Cogether with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

to bave and to bold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagers, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

End it is Eigreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

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But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby deciared to be made in trust, and the said mortgage, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said saie shall be at public auction for cash, and the proceeds arising from such saie to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Enothe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Fourtaen Thousand Five Hundred & 00/100 - (\$1s.500.00) Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the

Bno the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personair representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax recipts evidencing the payment of all law-dencing the payment of all lens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all govern-



mental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagers—to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this hereby secured, and it the option of the mortgagee, immediately mature the entire principal and interest mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any accounts for the declary of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortanged proposity be acquired by any security proposity by acquired by any security proposity by acquired by any security proposity by acquired by any security proposity by acquired by the security proposition of the security by acquired by the security proposition of the security proposition of the security proposition of the security proposition of the security proposition of the security proposition of the security proposition of the security proposition of the security proposition of the security proposition of the security proposition of the security proposition of the security proposition of the security proposition of the security proposition of the security proposition of the security proposition of the security proposition of the security proposition of the security proposition of the security proposition of the security proposition of the security proposition of the security proposition of the security proposition of the security proposition of the security proposition of the security proposition of the security proposition of the security proposition of the security proposition of the security proposition of the security proposition of the security proposition of the security proposition of the security proposition of the security proposition of the security proposition of the security proposition of the security proposition of the security proposition of the security proposition of the security proposition of the security proposition of the security proposition of the security proposition of the security proposition of the security proposition of the security proposition of the security proposition of the security proposition of the security proposition of the security proposition of the security proposition of the security proposition of the security proposition of the security proposition of the securit gaged property be acquired by any person, persons, partnership or corporation—, other than the mortgagers, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgager's written consent, or should the same be encumbered by the mortgagors, their heirs and norsonal conventations and assigns—without the nortgager's written consent then the whole the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after thirty days or after default in the performance of any of the aforegoing covenants or conditions for thirty consecutive days.

Hitress, the hand and seal of said mortgagors .

Attest:

State of Maryland, Allegany County, to-wit:

I hereby certify, That on this 28 70 day of December. in the year ninetcen Hundred and Fifty-four a Notary Public of the State of Maryland, in and for said County, personally appeared Thomas G. Ward and Virginia R. Ward, his wife,

the sald mortgagors herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and dld further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

my hand and Notarial Seal the day and war aforesaid.

Notary Public.

To Mige Froseli g rd

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| WHEREAS, the said Mortgager 8 Justly indebted unto the Mortgages in the full and just sum of 5/192 Audiced and Sixtue-sight — | DILINOMO M. JAMES AND ASSA MONEAU MONEAU JAMES, MIS WIFE FRONTINGS BANK OF PROSTEURG, ALLEGANY COUNTY, MARYLAND, Mortgages S., and THE FIDELITY WHEREAS, the said Mortgages S. justly indebted unto the Mortgages in the full and just sum of 1. Five Paundred and Sixtu-sight — | FILED AND RE | COLDED DECEMBER 29" 1951 | 4 at 8:30 A.M. | |
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| In the State of Maryland, Mortgages S, and THE FIDELITY VINGS BANK OF FROSTBURG, ALLEGORNY COUNTY, MARYLAND, Mortgages. WHEREAR, the said Mortgages S justly indebted unto the Mortgages in the full and just sum of | In the State of Maryhand, Mortgages S, and THE FIDELITY VINGS BANK OF FROSTBURG, ALLEGARY COUNTY, MARYLAND, Mortgages. WHEREAS, the said Mortgager S justly indebted unto the Mortgages in the full and just sum of | | | , 19. 54 , by and be | twees |
| WHEREAS, the said Mortgagor 5 justly indebted unto the Mortgagor in the full and just sum of L. 25.000 (a 568.50 L) Five Mundred and Sixtu-eight | WHEREAS, the said Mortgagor 5 Five Mundred and Sixtu-eight | FAOSTOURG | in the State of Maryl | and Mortenege 8 and Term | |
| ch is to be repaid in. A consecutive monthly installments of \$ 23.70 asch, beginning one month from date harved at the office of the said Mortgages. Now, THIS MORTUAGE WINTERSETTI, That in consideration of the premises and of the sum of One Dollar, the said foregages are also assigns in fee simple all that lot of ground premises becaute in ELECTION PLISTRICT, Mo. 11. FROSTERIES, AL FRANK CORNTY, MORTLAND known as premises becaute in ELECTION PLISTRICT, MORTLAND known as of the sum of One Dollar, the said of ground premises becaute in ELECTION PLISTRICT, MORTLAND CONTRAINS AND ALLEGAMY CORNTY, MORTLAND known as of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said | ch is to be repaid in. A consecutive monthly installments of \$ 23.70 asch, beginning one month from date hereoff at the office of the said Mortgages. It is consideration of the promises and of the sum of One Dollar, the said forgages of degrant, assign and convey unto the said Mortgages, its successors and assigns in fee simple all that lot of ground premises boated in LLCTION DIFFRICT No. 11, FROSTBURG, ALLEGANY CORTY, MORTLAND known as profited among Land Records of LEARY CORTY, MORTLAND have been determined by the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the said of the | WHEREAS, the said Mortgagor \$ | justly indebted unto the Mortgagee. | · V. | 15 15 (E |
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| But in case of any default or violation of any covenant or condition of this mortgage, then the entire mortgage debt hereby red shall at once become due and payable, and the Mortgagee, its successors or assigns, or Albert A. Doub, its, his or their duly tituted attorney or agent, are hereby empowered, at any time thereafter, to sell said property, or so much thereof as may be yeary, and to convey the same to the purchaser, or his, her or their heire or assigns; which saie shall be made as follows: By yiand, which saie shall be at public auction for among and terms of sale in some newapaper published in Aliegany County, yield, which saie shall be at public auction for any command and terms of sale in some newapaper published in Aliegany County, yield, which saie shall be at public auction for any command of eight per cont (%) the party making said saie; secondly, xpensee incident to the sale, including taxes, and a commission of eight per cont (%) the party making said saie; secondly, yield, which saie shall be paid by the Mortgagor \$. THEIR representatives, held to the saie, one-half of the above mission shall be paid by the Mortgagor \$. THEIR representatives, held of the saie, one-half of the above mission shall be paid by the Mortgagor \$. THEIR representatives, held of the saie, one-half of the above mission shall be paid by the Mortgagor \$. THEIR representatives, held of the saie, one-half of the above mission shall be paid by the Mortgagor \$. THEIR representatives, held of the said of | But in case of any default or violation of any covenant or condition of this mortgage, then the entire mortgage debt hereby ured shall at once become due and payable, and the Mortgages, its successors or assigns, or Albert A. Doub, its, his or their duly eituted attorney or agent, are hereby empowered, at any time thereafter, to sell said property, or so much thereof as may be elevary, and to convey the same to the purchaser, her or their heire or assigns; which saie chall be made as follows: By repland, which saie chall be any believe to the time, place, manner and terms of sale linar; which saie chall be made as follows: By repland, which saie chall be at public auction for case and the proceeds arising therefrom to apply: first, to the payment of expenses incident to the sale, including taxes, and a commission of eight per cent (\$5.7) the payment of all monies owing under this mortgage, whether the same chall have been matured or not; and as to the balance, held to very to the Mortgagor \$. TMEIR held or assigns, and in case of advertisement but no sale, one-half of the above imission chall be paid by the Mortgagor \$. TMEIR representatives, heirs or assigns. WITNESS CAR hand \$ and seal \$ WITNESS CAR hand \$ and seal \$ Anna Morgan James (SEAL) Dilmond M. James (SEAL) TEST: I HEREBY CERTIFY, That on this 28th, day of December 19.54 before me, subscriber, a Notary Public of the State and County aforesaid, personally appeared Dilmond Ps. James and Anna Morgan JANES, his wife, Mortgagor, 9 ashed in the aforegoing mortgage and they acknowledged the aforegoing mortgage to be their act. Treasurer of THE FIDELITY SAVINGS BANK OF FROSTBURG, the appear of the properties of the point of the properties of the point of the sale mortgage is true than the consideration set forth in said mortgage is true than the consideration set forth in said mortgage is true. Ralph M. Race | AND, the said Mortgagor \$ further cainst lose by fire and other hazards as the sa | covenant to keep the improvements on | the said mortgaged property fully in | sured
some |
| WITNESS MR hand 8 and seal 8 Dilmond M. James (SEAL) Ralph M. Race Anna Morgan James (SEAL) TE OF MARYLAND, EGANY COUNTY, to-wit: I HEREBY CERTIFY, That on this 28th, day of December 19.54, before me, ubscriber, a Notary Public of the State and County aforesaid, personally appeared Dilmond M. JAMES and Anna Morgan JAMES, his wife, fortgagor, gamed in the aforegoing mortgage and they acknowledged the aforegoing mortgage to be their act. Treasurer of THE FIDELITY SAVINGS BANK OF FROSTBURG, perhal fide as therein set forth. G. Alvin Areiling/ CARACTURESS MR. Notary Public Ralph M. Race | WITNESS MR hand 8 and seal 8 Dilmond M. James (SEAL) Ralph M. Race Anna Morgan James TE OF MARYLAND, EGANY COUNTY, to-wit: I HEREBY CERTIFY, That on this 28th, day of December 19.54, before me, subscriber, a Notary Public of the State and County aforesaid, personally appeared Dilmond M. JAMES and Anna Morgan JAMES, his wife, Mortgagor, pariet in the aforegoing mortgage and they acknowledged the aforegoing mortgage to be their act. Treasurer of THE FIDELITY SAVINGS BANK OF FROSTBURO, and made oath in due form of law that the consideration set forth in said mortgage is true point fide as therein set forth. All Antiquess my hand and Notarial Seal. Ralph M. Race | But in case of any default or violation ared shall at once become due and payable, a stituted attorney or agent, are hereby empersary, and to convey the same to the purching at least twenty days' notice of the time, yiand, which sale shall be at public auction expenses incident to the sale, including tax he payment of all monies owing under this yi to over to the Mortgugor 5. THEIR | of any covenant or condition of this mortg
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| Ralph M. Race Anna Morgan James TE OF MARYLAND, EGANY COUNTY, to-wit: I HEREBY CERTIFY, That on this 28th day of December 1954, before me, subscriber, a Notary Public of the State and County aforesaid, personally appeared Dilmond F. JAMES and Anna Morgan JAMES, his wife, fortgagor, a named in the aforegoing mortgage and they acknowledged the aforegoing mortgage to be their act. Treasurer of THE FIDELITY SAVINGS BANK OF FROSTBURG, before me, also, appeared WILLAMSCENTANCE Treasurer of THE FIDELITY SAVINGS BANK OF FROSTBURG, before me, also appeared WILLAMSCENTANCE Treasurer of THE FIDELITY SAVINGS BANK OF FROSTBURG, before me, and the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of | Raigh M. Race Anna Morgan James | WITNESS OUR hand \$ and | | 1100000 | |
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FILED AND RECORDED DECEMBER 30" 1954 at 2:55 P.m.

This Marigage, Made this _____ 30 th ____ day of

December,

in the year nineteen hundred and

Fifty Four,

Roy J. Canbey and Dixie M. Canby, his wife,

of Allegany County, State of Maryland, of the first part, hereinafter called Mortgagors , and THE COMMERCIAL SAVINGS BANK OF CUMBERLAND, MARYLAND, a corporation duly incorporated under the laws of Maryland, of the second part, hereinafter called Mortgagee,

Whrras, the said Mertgagors said Mortgagee in the full and just sum of Seven Thousand One Hundred Fifty (77,150.00) justly and bona fide indebted into the Dollars with interest from date at the rate of 42 per annum on the unpaid principal until paid by their promissory note of wen date, principal and interest being payable at The Commercial Savings Bank of Cumberland, Maryland, on or before twenty years after date, in monthly installments of Forty Five Dollars and Twenty Four Gents (\$45.24), commencing on the 30 % day of January, 1955, and on the 30 % day of each month thereafter until the principal and interest are fully paid.

Privilege is reserved to pay this debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due, on the fath day of any month prior to maturity.

And the said parties of the first, part covenant and agree to pay conthly to the party of the second part, in addition to the said payments above set forth, a sum equal to the premiums that will next become due and payable on policies of fire or other hazard insurance covering the mort aged "roperty, plus taxes and assessments next due on the mortgaged property (as estimated by the party of the second part) less all sums already paid therefor divided by the number of sonths to elapse before one month prior to the date when such premiums, taxes and assessments will become delinquent, such sums to be held in trust by the party of the second part for the payment of such premiums, taxes or assessments.

And mherran, this mertgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvments to the mortgaged preperty, as previded by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

Now therefore, in consideration of the premises, and in order to secure the prompt payment of the said indebtedness and any future advances as aforesald, together with the interest thereon, bargain, sell, give, grant, convey, release and confirm unto the sald Mortgagee, its successors and assigns, the following property, to-wit: All that lot, piece or parcel of ground situated in the City of Cumberland, Allegany County, Maryland, and known as part of Lot No. 6 of Beall's First Addition to Cumberland, and described as follows, to-wit:

Beginning for the same at a stone stanling on the South side of Centre Street, formerly called Jefferson Street, at the end of the first line of Lot Ne. 5, and running thence with said Street, Nerth 68 degrees West 32 feet to a stake on the first line of Lot No. 6; and running thence with a line parallel to

Apple Alley, South 212 degrees West 137 feet to a stake; then North 68 degrees West 314 feet to Apple Alley; thence with the East side of Apple Alley, 10 feet to the division line between Lots Nos. 6 and 28 of said Addition; and with said division line, South 66 degrees East 66 feet to Lot No. 5; thence with the division line of Lot No. 5 to the beginning.

Being the same property conveyed by Robert J. Weisenmiller et ux to the said Roy J. Camby et ux by deed dated December 28, 195h, and to be recorded among the Land Records of Allegany County, Maryland, said deed through dated as above was delivered the same day as the delivery of this mortgage, both being part of one simultaneous transaction, this mortgage being given to secure part of the purchase price for said property. Reference to said deed is hereby made for a further description.

To have and to hold the above described property unto the said Mortgagee, its successors or assigns, together with the buildings and improvements thereon, all fixtures and articles of personal property now or at any time hereafter attached to or used in any way in connection with the use, operation and occupation of the above described real estate, and the rights, roads, ways, waters, privileges, and appurtenances thereunto belonging or in anywise appertaining, in fee simple forever.

Frontier, that if the said Mortgagors, its, his, her, or their heirs, executors, administrators, successors, or assigns, do and shail pay or cause to be paid to the said Mortgagee, its successors or assigns, the aforesaid sum of - -Seven Thousand One Hundred Fifty (\$7.150.00)- dollars and the interest thereon in the manner and at the times as afore set out, and such future advances with interest thereon, as may be made as hereinbefore provided, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed, that until default be made in the premises, the said Mortgagors may hold-and possess the aforesaid property, upon paying, in the meantime, all taxes, assessments and public ilens levied on said property and on the mortgage debt and interest hereby intended to be secured, and any lien, claim or charge against said premises which might take precedence over the lien of this mortgage; all which taxes, assessments, public liens, lien, claim, charge, mortgage debt and interest thereon, the said Mortgagors hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the said Mortgagors shall not pay all of said taxes, assessments, public liens, liens, claims and charges as and when the same become due and payable the said Mortgagee shall have the full legal right to pay the same, together with all interest, penalties and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of defauit being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said Mortgagee, its successors or assigns, or Wilbur V. Wilson, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell at public sale the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, its, his, her or their heirs or assigns; which saie shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, piace, manner and terms of sale, in some newspaper published in Allegany County, Maryland, which terms shall be at the discretion of party making said saie, and the proceeds arising from such sale to apply—first: To the payment of all expenses incident to such sale, including taxes, insurance premiums and a commission of eight per cent, to the party selling or making said saie, and if the property be advertised for default and no saie be made, one-haif of said commissions shail be allowed and paid as costs, by the mortgagors , its, his, her or their presentatives, heirs or assigns; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made as aforesaid, whether the same shall have then matured or not; and as to the balance, to pay it over to the said Mortgagors their heirs or assigns.

LIBER 309 PAGE 255

And the said Mortgagors further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, against loss by fire with extended coverage, and if required, war damage to the extent available, to the amount of at least - - Seven Thousand One Hundred Fifty (\$7,150.00) - - - dollars. and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other hazard, to inure to the benefit of the Mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee, or the Mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties

Witness, the hands and seals of said Mortgagors

Attest:

Thisseand C Dudley

State of Maryland, Allegany County, to-wit:

3 hereby Certify, that on this - 30th day of December in the year nineteen hundred and Fifty Four, before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared

Roy J. Canby and Dixie M. Canby, his wife,

and acknowledged the aforegoing mortgage to be their act and deed; and at the same time, before me, also personally appeared George C. Cook, The Commercial Savings Bank of Cumberland, Maryland, a corporation, the within named mort-Cashier of gagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the sald George C. Cook in like manner, make oath that he is the Cashier and agent or attorney for sald corporation and duly authorized by It to make this affidavit.

... In Witness whereof I have hereto set my hand and affixed my Notarial Seal the day Wiscand Q Suelle J.

FILED AND MECORDED JANUARY 3" 1955 at 8:55 A.M.

This Marinane, Made this 31st day of December
in the year Nineteen Hundred and Fifty - Four , by and between

WILBUR E. HANSROTE and EVELYN W. HANSROTE, his wife,

OF TO SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE SERVICE OF THE

of Allegany County, in the State of Maryland
part les of the first part, and

THE SECOND NATIONAL BANK OF CUMBERLAND, Cumberland, Maryland, a banking corporation, duly incorporated under the laws of the United States,



of Allegany County, in the State of Maryland
part y of the second part, WITNESSETH:

Wilbercas, The parties of the first part are indebted unto the party of the second part in the full and just sum of Thirty-nine Hundred (\$3,900.00) Dollars, this day loaned the parties of the first part, which principal sum, with interest at 5% per annum, is to be repaid by the parties of the first part to the party of the second part in payments of not less than Forty-Five.(\$45.00) Dollars per month, said payments to be applied first to interest and the balance to principal; the first of said payments to be due and payable one month from the date hereof and to continue monthly until the amount of principal and interest is paid in full.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said

party of the second part, its successors or

theirs and assigns, the following property, to-wit:

First: ALL that lot or parcel of ground being designated as Lot No. 3 of Block No. 3 in McGraw's Addition, which adjoins Potomac Park Addition in District No. 6 in Allegany County, Maryland, and being the same property which was conveyed to the parties of the first part by the Cement Products Company of Cumberland, Maryland, by deed dated June 26, 1939, and recorded among the Land Records of Allegany County in Liber No. 184, folio 79.

Second: All those three lots numbered 8, 9, and 9, in Block No. 48 of Potomac Park Addition in District No. 6, in Allegany County, Maryland, about three miles westwardly of the City of Cumberland, and being the same lots which were conveyed to the parties of



the first part by George L. Hanson, et ux., by deed dated April 24, 1948, and recorded among said Land Records in Liber No. 220, folio

Reference to both the above mentioned deeds is hereby

made for a more particular description by metes and bounds of the land herein conveyed.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

perties of the first part,

their heirs, executors, administrators or assigns, do and shall pay to the said

party of the second part, its successors

**RECENSOR'S REPORT OF ASSIGNS, the aforesaid sum of

Thirty-Nine Hundred (\$3,900.00) Dollars

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

parties of the first part

may hold and possess the aforesaid property, upon paying in

the meantime, ail taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

parties of the first part

hereby covenant to pay when iegaily demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shail at once become due and payable,

and these presents are hereby declared to be made in trust, and the said_____

party of the second part, its successors

his, her or their duiy constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the baiance, to pay it over to the said____

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-haif of the above commission shail be allowed and paid by the mortgagor S, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to company or companies acceptable to the mortgage, or its successors.

Company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee , its successors where or assigns, to the extent

policies forthwith in possession of the mortgagee , or the mortgagee may effect said insurance

and collect the premiums thereon with interest as part of the mortgage debt..

of its or

their lien or claim hereunder, and to place such policy or

| Wilbur E. Hensrote [SEAL] | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|
| Everyn W. Hanstotte [SEAL] | - |
| State of Maryland, | 1 |
| Allegany County, to-wit: | 1 |
| I hereby rertify, That on this 31st day of December | - |
| | |
| in the year nineteen Hundred and Fifty - Four , before me, the subscriber, | |
| a Notary Public of the State of Maryland, in and for said County, personally appeared | |
| WILBUR E. HANSROTE and EVELYN W. HANSROTE, his wife, | |
| and each acknowledged the aforegoing mortgage to be their respective | 1 |
| act and deed; and at the same time before me also personally appeared | 1 |
| JOHN H. MOSNER, Cashier of | |
| the within named mortgagee, and made oath in due form of law, that the consideration in said | |
| mortgage is true and bona fide as therein set for forth. | |
| The state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the s | N. |
| WITNESS my hand and Notarial Seal the day and year aforesaid. | 7 |
| V (7 / 2 . 6 . 5 .) | |
| J. A. J. | |
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| Frostle ca Ind | |
| FILED AND RECORDED JANUARY 3" 1955 at 10:00 A.M. | - |
| This Martgage, Made this 31 M day of December, | |
| in the year Nineteen Hundred and fifty-four | 148 |
| by and between | 183 |
| ROBERT L. POWERS and MARY McLANE POWERS, his wife, | |
| TO THE STATE OF THE POWER OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF TH | |
| MARY MCLANE POWERS, his wife, | - |

| Parties of the first west | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|
| frostBurg NATIONAL BANK, a national banking | g |
| corporation duly incorporated under the laws of the United States of America | 0 |
| with its principal office in | |
| County, in the State of Maryland, | |
| party of the second part, WITNESSETH: | |
| | |
| Discreas, the said parties of the first part are justly indebted unto the said party of the second part, its successors and assigns, in the full sum of | |
| FIVE THOUSAND 00/100 DOLLARS (\$5,000,00) | |
| the rate of six per centum (6%) per annum, payable quarterly, as evidenced by the joint and several promissory note of the parties of the first part payable to said indebtedness, together with interest as aforesaid, the said parties of the successors and assigns, as and when the same is due and the part, its | 1 marine and the second |
| Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto. | |
| Now Cherefore, in consideration of the premises, and of the sum of one dollar in hand | |
| to seed the prompt payment of the said indebtedness at the maturity thorong | |
| together with the interest thereon, including any future advances, the said part ies of the first | |
| grant, pargain and sell, convey, release and confirm unto the mid and the | |
| of the second part its successors *** and assigns, the following property, to-wit: | |
| All that lot or parcel of ground lying and being at the intersection of the southerly side of Wood Street with the easterly side of Loo Street, in Frostburg, Beall's First Addition to the Town of Frostburg, and described as follows, to wit: Beginning at the end of the first line of Lot No. 6, at the intersection of the southerly side of Wood Street with the easterly side of Loo Street, and running hundred twenty-seven and eight-tenths feet to the beginning of the lot conveyed to 10, 1936, and recorded in Deeds Liber 176, folio 224, of the Land Records of the said J. Stanley Hunter and Ada Hunter, his wife, North fifty degrees fifty- | |
| degrees thirty minutes West one hundred twenty-three and three-tenths feet to the one degree thirty-one minutes West fifty and one-tenth feet to the place of | |
| It being the same property which was conveyed by Olive G. Duncan, et al, to Robert L. Powers and wife, by deed dated January 22, 1947, and recorded in Maryland. **Together** With the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and approximately and improvements thereon, and the rights, roads, ways, | |
| waters, privileges and appurtenances thereunto belonging or in anywise appertaining. | |
| | |
| gravided, that if the said part ies of the first part, their heirs, executors, administra- | |
| of the second part its succession | |
| or assigns, the aforesald sum of | |
| FIVE THOUSAND | |
| and any future advances made as afair | |
| shall become due and payable, and in the meantime do and shall perform all the covenants | |
| herein on their part to be performed, then this mortgage shall be void. | |

And it is Agreed that until default be made in the premises, the said parties of the first part may hold and possess'the aforesald property, upon paying in the meantime, all taxes, assessments and public liens levled on sald property, all which taxes, mortgage debt and interest . thereon, the said part ica of the first part hereby covenant to pay when legally demandable. But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party_ of the second part . its successors hubric would assigns, or COBEY, CARSCADEN and GILCHRIST lts, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By glving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of aii expenses incident to such sale, including all taxes levied, and a commission of cight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part . their heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns. And the said part y of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies successors
acceptable to the mortgagee or its/ assigns, the improvements on the hereby mortgaged land to the amount of at least Five Thousand - - - - - - - - - - - - - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee , its successors assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt. mittess, the hands and seals of said mortgagors. Witness: us to toil State of Maryland, Allegany County, to-wit: I hereby tertify, That on this 3/ W day of December in the year nineteen hundred and fifty-four a Notary Public of the State of Maryland, in and for said County, personally appeared Robert L. Powers and Mary McLane Powers, his wife, and each acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared F. Earl Kraitsburg Cashier of the Frostburg National Bank, the within named mortgagee and made eath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and the said F. Earl Kreitsburg further UBER 309 MGE 261

made oath that he is he Cashier and agent of the within named mortgagee and duly

WITNESS my hand and Notarial Seal the day and year aforesaid.

A

Notary Public

FILED AND RECURDED JANUARY 3" 1955 at 2:15 P.M.

This Mortgage, Made this

- third -

day of

January,

in the year nineteen hundred and

Fifty Five

by and between

Raymond R. Richardson and Phyllis W. Richardson, his wife,

of Allegany County, State of Maryland, of the first part, hereinafter called Mortgagors , and THE COMMERCIAL SAVINGS BANK OF CUMBERLAND, MARYLAND, a corporation duly incorporated under the laws of Maryland, of the second part, hereinafter called Mortgagee, Witnesseth:



Suid Mortgagee in the full and just sum of Five Thousand Six Hundred Fifty (\$5,650.00) Dollars, for which they have given their promissory note of even date herewith, payable on or before five years after date with interest at the rate of 5% per annum, in monthly payments on the principal and interest of not less than Forty Five (\$45.00) Dollars, each monthly payment to be applied first to interest and balance to reduction of principal, interest for the following month to be calculated on the principal as so reduced.



And subrerss, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property, as provided by Chapter 923 of the Laws of Maryland passed at the January session in the

Nam therefore, in consideration of the premises, and in order to secure the prompt payment of the said indebtedness and any future advances as aforesaid, together with the interest thereon, the said Mortgagors do bargain, sell, give, grant, convey, release and confirm unto the said parcels of ground situated in the Craddock Addition to Cresaptown, Mary land

known and designated as Lots Nos. 43 and 44 in said Addition as shown on the plat thereof fully filed for record in Plat Case Box No. 129 in the Office of the Clerk of the Circuit Court for Allegany County, Maryland, and described as follows:

Lot No. 13. Beginning for the same at a point on the Southerly side of Warrior Drive at the end of the first line of Lot No. 12, as shown on said plat, and running then with said Warrior Drive, South 80 degrees 10 minutes East 50 feet; then South 9 degrees 20 minutes West 260 feet; then South 85 degrees 39 minutes West 51.16 feet; and then North 9 degrees 20 minutes East 271.9 feet to the point of beginning.

Being the same property conveyed by Clyde W. Westfall et ux to the said Raymond R. Richardson et ux by deed dated April 16, 1945, and recorded in Liber No. 203, folio 488, one of the Land Records of Allegany County, Maryland,

Lot No. 141. Beginning for the same at a point along the Southerly side of Warrior Drive at the end of the first line of Lot No. 13, and running thence along and with the said Southerly side of Warrior Drive, South 80 degrees 100 minutes East 50 feet; thence at right angles to said Warrior Drive, South 9 degrees 200 minutes West 239 feet to the outline of the whole property of which this is a part; thence with the outlines thereof, South 72 degrees 29 minutes West 12-57/100 feet, South 85 degrees 39 minutes West 12-58/100 feet to the end of the second line of the aforesaid Lot No. 143; thence reversing said second line, North 9 degrees 20 minutes East 260 feet to the place of beginning.

Being the same property conveyed by Kermit A. Parish et ux to the said Raymond R. Richardson et ux by deed of even date herewith and to be recorded among the Land Records of Allegany County, Maryland, this mortgage being given to secure the purchase price for said property, \$860.00, and an additional amount.

Subject, nevertheless, to certain easements, rights acquired by the State Roads Commission of the State of Maryland for use in connection with Warrior Drive as shown on a plat thereof filed in the Office of the Clerk of the Circuit Court for Allegany County, and further subject to the specific restriction that no building or any part thereof shall be constructed on said lot within 20 feet of Warrior Drive. Reference to the two deeds aforementioned is hereby made for a further description.

1

To have sub to hold the above described property unto the said Mortgagee, its successors or assigns, together with the buildings and improvements thereon, all fixtures and articles of personal property now or at any time hereafter attached to or used in any way in connection with the use, operation and occupation of the above described real estate, and the rights, roads, ways, waters, privileges, and appurtenances thereunto belonging or in anywise appertaining, in fee simple forever.

Fronties, that if the said Mortgagors, its, his, her, or their heirs, executors, administrators, successors, or assigns, do and shall pay or cause to be paid to the said Mortgagee, its successors or assigns, the aforesaid sum of-Five Thousand Six Hundred Fifty (\$5,650.00)—— dollars and the interest thereon in the manner and at the times as afore set out, and such future advances with interest thereon, as may be made as hereinbefore provided, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed, that until default be made in the premises, the said Mortgagors may hold and possess the aforesaid property, upon paying, in the meantime, all taxes, assessments and public liens levied on said property and on the mortgage debt and interest hereby intended to be secured, and any lien, claim or charge against said premises which might take precedence over the lien of this mortgage; all which taxes, assessments, public liens, lien, claim, charge, mortgage debt and interest thereon, the said Mortgagors hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the said Mortgagors shall not pay all of said taxes, assessments, public liens, liens, claims and charges as and when the same become due and payable the said Mortgagee shall have the full legal right to pay the same, together with all interest, penalties and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said Mortgages, its successors or assigns, or Wilbur V. Wilson, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell at public sale the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, its, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in



Allegany County, Maryland, which terms shall be at the discretion of party making said sale, and the proceeds arising from such sale to apply-first: To the payment of all expenses incident to such sale, including taxes, insurance premiums and a commission of eight per cent. to the party selling or making said sale, and if the property be advertised for default and no sale be made, one-half of said commissions shall be allowed and paid as costs, by the mortgagors , its, his, her or their representatives, heirs or assigns; secondly, to the payment of all moneys owing under this mortgage. including such future advances as may be made as aforesaid, whether the same shall have then matured or not; and as to the balance, to pay it over to the said Mortgagors , its, his, her or their heirs or assigns.

And the said Mortgagors further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, against loss by fire with extended coverage, and if required, war damage to the extent available, to the amount of at least- - - Five Thousand Six Hundred Fifty (85,650.00)- - - dollars. and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other hazard, to inure to the benefit of the Mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee, or the Mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective partie-

mitness, the hands and seals of said Mortgagors

Attest:

lie to

State of Maryland, Allegany County, to-wit :

3 hereby Certify, that on this - 346 day of January, in the year nineteen hundred and Fifty Five before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared

Raymond R. Richardson and Phyllis W. Richardson, his wife,

and acknowledged the aforegoing mortgage to be time, before me, also personally appeared their act and deed; and at the same George C. Cook, The Commercial Savings Bank of Cumberland, Maryland, a corporation, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said George C. Cook in like manner, make oath that he is the Cashier and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In Witness whereof I have hereto set my hand and affixed my Notarial Seal the day William Q. Dudle Notary Publis

Mys. city

FILED AND RECORDED JANUARY 3" 1955 at 9:30 A.M.

This Mortgage, Made this _____ zoth

day of

December

30.0

in the year nineteen hundred and fifty-four

, by and between

Ralph H. Breighner and Rose Ann Breighner, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee,

Witnesseth:

Whereas, the said

Ralph H Breighner and Rose Ann Breighner, his wife,



stand indebted unto the said The Liberty Trust Company in the just and full sum of Sixty-Four Hundred Fifty (\$6450.00) - - - - - - - - - - Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Five (5%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on March 31, 1955

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with . the interest thereon, the said

Ralph H. Breighner and Rose Ann Breighner, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot or parcel of ground lying and being in Allegany County, Maryland, situated in the City of Cumberland and known and distinguished as Lot No. 287 and one-half of Lot No. 288, as shown on Plat of the Humbird Land and Improvement Company, which plat is of record among the Land Records of Allegany County, Maryland, in the back of Liber No. 73 and a table of courses and distances of said lots is recorded among the Land Records of Allegany County in Liber No. 84, folio 67, and said property is more particularly described as follows:

BEGINNING for the same on the South side of Humbird Street at the end of the first line of Lot No. 286, and running thence with said Street, South 53½ degrees East 45 feet, thence South 36½ degrees West 125 feet to an alley, and with it, North 53½ degrees West 45 feet to the end of the second line of Lot No. 286, and thence reversing said second line of Lot No. 286, North 36½ degrees East 125 feet to the beginning.

Being the same property which was conveyed to the said Ralph H. Breighner and Rose Ann Breighner, his wife, by deed from Hartley L. Wigfield and Mildred L. Wigfield, his wife, dated December 15, 1947, and recorded in Liber No. 218, folio 379, among the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever,

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Sixty-Four Hundred Fifty - - - Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payof Pive Hundred (\$500.00) Dollars, nor to be madein an amount which would make the mortgage debt exceed the original amount hereof, profany repair, alterations or improvments to the mortgaged property as session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Sixty-Four Hundred Fifty - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT: I hereby Certify, that on this 30th day of December in the year nineteen hundred and fifty-four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared Ralph H. Breighner and Rose Ann Breighner, his wife, and each acknowledged, the foregoing mortgage to be deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the -Charles A. Piper, did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit. havitness whereof I have hereto set my hand and affixed my notarial seal the day and year Gradulert FILED AND RECORDED JANUARY 3" 1955 at 8:40 A.M. This Mortgage, Made this 30 18 in the year Nineteen Hundred and fifty-four , by and between THOMAS W. GRACIE, SR. and MARY GRACIE, his wife, and THOMAS W. GRACIE, JR. and JEAN B. GRACIE, his wife, Allegany _County, in the State of __Maryland, of the first part, and FROSTBURG NATIONAL BANK, a national banking corporation duly incorporated under the laws of the United States of America, with its principal office in of Frostburg, Allegany County, in the State of Maryland part y of the second part, WITNESSETH:

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Whereus, the said parties of the first part are justly indebted unto the said party of the second part, its successors and assigns, in the full sum of

SIX THOUSAND and 00/100 - - - - - - - - - DOLLARS (\$6, 000.00)

payable one year after date of these presents, together with interest thereon at the rate of six per centum (6%) per annum, payable quarterly, as evidenced by the joint and several promissory note of the parties of the first part payable to the order of the party of the second part, of even date and tenor herewith, which said indebtedness, together with interest as aforesaid, the said parties of the first part hereby covenant to pay to the said party of the second part, its successors and assigns, as and when the same is due and payable.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said part ies of the first give, grant, bargain and sell, convey, release and confirm unto the said part y of the second part its successors *** and assigns, the following property, to-wit:

FIRST PARCEL: ALL that lot, piece or parcel of ground lying and being in Frostburg, Allegany County, Maryland, and known as Lot No. 41 of McCulloh's Addition, which property was conveyed by Caroline K. Shaffer et al to Thomas Gracie et ux by deed dated July 15, 1937, and recorded in Deeds Liber 178, folio 310 among the Land Records of Allegany County, Maryland, reference to which deed is hereby made for a more particular description of said property.

SECOND PARCEL: ALL those lots, pieces or parcels of ground lying and being in Frostburg, Allegany County, Maryland, and known as parts of Lots 52, 53 and 54 of McCulloh's Addition, which were conveyed by Lulu May Stangle et al, Executors, to Thomas W. Gracie, Jr. et ux by deed dated November 23, 1946, and recorded in Deeds Liber 212, folio 595 among the Land Records of Allegany County, Maryland, reference to which deed is hereby made for a more particular description of said property.

THIRD PARCEL: 1 - 1951 Chevrolet Town Sedan, Engine No. HAM280970, Serial No. 14HFK91837, titled in the name of Thomas William Gracie and Jean Gracie, his wife, covered by Maryland title No. E-199699, dated

Engether with the buildings and improvementa thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Frovided, that if the said part ins of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said part Y of the second part, its successors, consultor xxxxx definition tasks or assigns, the aforesaid sum of _____

together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And if is Agreed that until default be made in the premises, the said part ics of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes. assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said part ies of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become

due and payable, and these presents are hereby declared to be made in trust, and the said party.

of the second part its successors COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property herebymortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of aii expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party seiling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part . their heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns. And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies successors or acceptable to the mortgagec or its/ assigns, the improvements on the hereby mortgaged land to the amount of at least Six Thousand and 00/100 - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee , its successors assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt. Witness, the hands and seals of said mortgagors. Witness: (AS TO ALL) JEAN B. GRACIE Plate of Maryland, Allegany County, to-mit: I hereby certify, That on this 30th day of December in the year nineteen hundred and fifty-four ____, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Thomas W. Gracie, Sr. and Mary Gracie, his wife, and Thomas W. Gracie, Jr. and Jean B. Gracie, his wife. and they acknowledged the aforegoing mortgage to be their respective act and deed; and at the same time before me also personally appeared F. Earl Kraitsburg. Cashier of the Frostburg National Bank, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and further made outh that he is the high of said Bank and duly authorized by it to make this affidavit.

FILED AND RECURDED JANUARY 4" 1955 at 8:30 A.M.

RELEASE OF MORTGAGE

FOR VALUE RECEIVED, The Citizens National Bank of
Westernoort, Maryland, does hereby release that certain mortgage
given to it by Paul Michaels, et al, Trustees of the Church of
The Assembly of God of Westernoort, Maryland, dated June 2, 1950
and recorded in Liber No. 236, Folio 56 of the Mortgage Records
of Allegany County, Maryland.

WITNESS its corporate name and seal this 28th day of December, 1954.

THE CITIZENS NATIONAL HANK OF WESTERNPORT, MD.

Rotary Public

By: Norse P Owled the

Attest:

Sarles Laughlin

State of Maryland)
County of Allegany

I hereby certify that on this 28 day of December, 1954, personally appeared Horace P. Whitworth, President of The Citizens National Bank of Westernport, Maryland, and did acknowledge the foregoing release of mortgage to be the act and deed of said Bank.

Witness my hand and seal.

My commission expires May 2, 1955.

the A frequency sty user 309 mas 270

This Mortgage, Made this 30 that December

year Nineteen Hundred and fifty-four by and between

Frederick Y. Borden and Dorothy G. Borden, his wife

of Allegany County, in the State of Maryland, partics of the first part, here-inafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgages.

WITNESSETH:

subdivision "W".

Unbereas, the said mortgages has this day loaned to the said mortgagors, the sum of Fifteen Thousand & 00/100 - - - - - (215,000.00) - - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 per cent. per annum, in the manner following:



By the payment of One Hundred Fifty & 00/100 - (\$150.00) - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgages in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (8) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.



100

Mow Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgages, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot or parcel of ground situated on the southerly side of Washington Street and more particularly described as follows, to-wit:

Beginning at a point on the southerly side of Wasnington
Street as widened to 60 feet, distant North 75 degrees 54 minutes
West 12.6 feet from the beginning of the whole lot conveyed to Saul
Praeger and wife by John S. McCauley and wife, by deed dated September
17, 1919, and recorded in Liber No. 129, folio 342, of the Land Records
of Allegeny County, and running then with Washington Street North 75
degrees 54 minutes West 100 feet to Anna Hammersmith's part of the Wolf
Hammersmith property, and with it South 13 degrees 1 minute West 135
feet to a 30 foot street or alley, then with said street or alley South
75 degrees 54 minutes East 100 feet, North 13 degrees 1 minute East 135

feet to the beginning on Washington Street, and being part of said

Being the same property which was conveyed unto the parties of the first part by deed of Frances M. Praeger, widow, dated August 10, 1943, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 197, folio 261.



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And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or the wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collators of this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant—generally to, and covenant—with, the said mortgage that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that If the said mortgagors heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein ortheir part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, Its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such mission of eight per cent. to the payment of all expenses incident to such sale including taxes, and a commoneys owing under this mortgage, whether the same shall have then matured or not; and as to under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Enothe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Fifteen Thousand & 00/100 - - - (\$15,000.00) - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the

End the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgage, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personmortgagee on or before fully imposed taxes for the preceding calendar year; to deliver to the mortgagee recipts evidencing the payment of all liens for public improvements within ninety days after the same shall mental levies that may be made on the mortgaged property, on this mortgage or note, or in any wasta, impairment or deterioration of said property, or any part thereof, and upon the failure of the

UBER 309 PAGE 272 mortgagors to keep the buildings on said property in good condition of repair, the mortgages may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors—to comply with said demand of the mortgages for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgages, immediately mature the entire principal and interest hereby secured, and the mortgage may, without notics, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation—, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the aforegoing covenants or conditions for thirty consecutive days. THITTESS, the hand and seal of said mortgagors Borden crolle [SEAL] Dorothy C. Borden State of Maryland, Allegany County, to-wit: I hereby certify. That on this in the year nineteen Hundred and Fifty-four a Notary Public of the State of Maryland, in and for said County, personally appeared Frederick Y. Borden and Dorothy C. Borden, his wife, the said mortgagors herein and thay acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgages and made oath in due form of law, that the consideration in said moragage is true and bona fide as therein set forth, and did further make oath in due form at he had the proper authority to make this affidavit as agent for the said mortgagee. ESS my hand and Notarial Seal the day and

FILED AND RECORDED JANUARY 4" 1955 at 8:30 A.M.

of Westernport, Allegany County, in the State of Maryland,
parties of the first part, and THE FIRST MATIONAL BANK, OF PIEDMONT, WEST
VERGINIA, a corporation organized under the National Banking Laws,

part y _____of the second part, WITNESSETH:

Wife, are indebted unto the said THE FIRST NATIONAL BANK, OF PIEDMONT, wife, are indebted unto the said THE FIRST NATIONAL BANK, OF PIEDMONT, (\$5500.00), as evidenced by their negotiable, promissory note, of even date herewith, for said sum of FIFTY-FIVE HUNDRED (\$5500.00) DOLLARS, payable on demand to the order of the said THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, with interest from date, at said BANK, to secure the payment of which said sum of FIFTY-FIVE HUNDRED (\$5500.00) DOLLARS, with interest as aforesaid, these presents are executed;

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Joseph Thomas Taylor and Rose Anna Taylor, his wife, parties of the first part,

All that part of Lot Number Twelve (12) in Morrison's Addition to ed as follows:

BEGINNING at a post where two fences intersect, corner to Lot No. 13 and the second corner of the lot of which this is a past, and running thence with the second line thereof and a fence N. 50 degrees W. 135 fest to a post on the East bank of George's Cresk; thence down said fon lines through Lot No. 12, S. 50 degrees E. 90.5 fest to a locust stump with a small, tree growing therefrom; thence S. 41 degrees 58' E. passing midway between two houses 47.7 fest to a stake in the first line of the original lot, located S. 68 degrees East 10.9 fest from the

East corner of the residence on the remainder of this lot him s, to do-East corner of the residence on the remainder of this lot and s. 12 degrees 13' E. 9.9 feet from the 5. corner of the residence of this lot; thence with a portion of the first original, line N. 52 degrees East 31 feet to the place of beginning; being the same property which was conveyed to the said parties of the first part by George Henry Robertson, Jr. and wife, by Deed dated April 9th, 1947, and recorded among the Land Records of said Allegany County, Maryland, in Liber No. 214, folio 481, and teachter with the asset forth and described in contact. and together with the sewer rights as set forth and described in said Deed; and

All of those parcels of ground located in the Sown of Westernport Allegany County, Maryland, described as follows:

All that Lot or parcel of ground known as Lot Me. Twenty-five (25) as laid off on the plat of Merrison's Third Addition to Westernport, and beginning for the same on the West side of Walnut Street at a peg on the Northeast corner of the School Lot and running thence M. 77½ degrees W. 92 feet to the East side of Division Street; thence running along Division Street M. 7½ degrees W. 52.3 feet to a peg; thence running S. 77½ degrees E. 111.3 feet to a peg on West side of Walnut Street thence S. 13½ degrees W. 50 feet to the place of beginning; mineral rights reserved; and being the same property which was conveyed to the rights reserved; and being the same property which was conveyed to the said parties of the first part by the Trustees of the Church of the Assembly of God, Westernport, Maryland, by Deed dated December 24th, 1954 and to be recorded prior to the recordation of this Mortgage; and

All of thatlot beginning at an iron peg at the intersection of Walnut and Cromer Street and running thence N. 242 degrees E. 1592 feet thence N. 77 degrees W. 92 feet; thence S. 122 degrees N. 167 feet to the place of beginning; being a part of Morrison's Second Addition to New Reading, and being part of the same property which was conveyed to the said parties of the first by Deed from the Trustees of the Church of the Asembly of God aforesaid, excepting therefrom that portion of said lot which was conveyed by Harry V. Reeves to the Mayor and Commissioners of Westernport by Deed dated June 6, 1929, and reorded in the Land Records of said Allegany County, Maryland, in Liber Mo. 163, folio 587;

Reference is hereby specially made to all of the above mentioned Deeds for a moreparticular description of the property hereby conveyed. Together with the buildings and improvements thereon, and the rights, roads, ways,

waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Joseph Thomas Taylor and Rose Anna Taylor, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, its successors

XEMERICAN XX ESDERISHMENT OF ASSIGNS, the aforesaid sum of FIFTX-FIVE HUEDRED DOLLARS, together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their performed, then this mortgage shall be void.

Bind it is Bigreed that until default be made in the premises, the said parties of

the first part----may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part-----

hereby covenant to pay when legally demandable.

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But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said ------THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, its successors

interpossures with the work and assigns, or Barry K. Brane. its. ----his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary. and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for each, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all



| taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| matured or not; and as to the balance, to pay it over to the said parties of the first |
| part,heir heirs ór assigns, and |
| in case of advertisement under the above power but no sale, one-half of the above commission |
| shall be allowed and paid by the mortgagora, their representatives, heirs or assigns. |
| |
| And the said parties of the first part |
| further covenant to |
| insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance |
| Company or companies acceptable to the mortgagee or 1ts successors and assigns |
| the improvements on the hereby mortgaged land to the amount of at least |
| FIFTY-FIVE HUNDRED (\$5500.00)Dollars, |
| and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, |
| to inure to the benefit of the mortgagee , 1ts successors XXXX or assigns, to the extent |
| of 118 or their lien or elaim hereunder, and to place such policy or |
| policies forthwith in possession of the mortgagee , or the mortgagee may effect said insurance |
| and collect the premiums thereon with interest as part of the mortgage debt |
| Mitness, the hand and seal of said mortgagos |
| Attest: |
| |
| Stener Mayery of - Jarech shomes saylor [SEAL] |
| Bunel Maybury of Joseph Thomas Taylor [SEAL] |
| STATE OF WEST VIRGINIA, MINERAL COUNTY, TO WIT |
| I hereby certify. That on this 29 th day of December, |
| in the year nineteen Hundred and Fifty-four, before me, the subscriber, |
| a Notary Public of the State of Jacquard, in and for said County, personally appeared Joseph |
| |
| Thomas Taylor and Rose Anna Taylor, his wife, |
| and each acknowledged the aforegoing mortgage to be their respective |
| aet and deed; and at the same time before me also personally appeared J. B. Determan, |
| |
| Cashier of THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, |
| the within named mortgagee, and made oath in due form of law, that the consideration in said |
| mortgant in true and bona fide as therein set for forth. |
| |
| WITNESS my hand and Notarial Seal the day and year aforesaid. |
| le commission expires |
| Tolining 7th 1961 X Bursel Maylung or |
| (Bursel Mayling 97 Notary Public. |
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FILED AND RECORDED JANUARY 4" 1955 at 10:05 A.M. This Mortgage, Made this. in the year Nineteen Hundred and by and between EVERETT W. WARNE and MARGUERITE WARNE, his wife. Allegany ____County, in the State of Maryland part 105 of the first part, and STANLEY WARNE and FLORENCE V. WARNE, his wife, Allegany __County, in the State of Maryland parties of the second part, WITNESSETH: The parties of the first part are justly and bona fide indebted unto the parties of the second part, in the full and just sum of Six Thousand Dollars, (\$6,000.00), which said sum the parties of the first part promise to pay unto the parties of the second part Five (5) years after date, interest thereon at the rate of Four Per Centum (4%) Per Annum, payable quarterly, with the right to the parties of the first part to make payment of such amount on the principal of said indebtodness at any interest paying period. Mow Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said__ parties of the first part give, grant, bargain and sell, convey, release and confirm unto the said parties of the second part, their heirs and assigns, the following property, to-wit: All that lot or parcel of ground lying and being on the South side of the National Road or Union Street at the West end of the Town of Frostburg, Maryland, and known and distinguished as Lot No. 2 in the Borden Mining Company's Addition to the Town of Frostburg, and which said lot No. 2 is more particularly described as follows, to-wit: BEGINNING for the same at a post standing on the South side of Union Street on the National Road and North 64 degrees East 3 feet from a stone marked "W" which stone stands on the 33rd line of the Borden Mining Company's resurvey called, "Borden" where said line crosses Union Street on the National Road and running thence with said Union Street North 26 degrees West 60 feet, South 64 degrees West 165 feet to Mechanic Street, and with it South 26 degrees East 60 feet to the



end of the first line of Lot No. 1, then North 64 degrees East 165 feet to the beginning.

IT BEING the same property which was conveyed to Everett W. Warne and Marguerite Warne, his wife, by John T. Blocher, et ux., by deed dated August 14, 1947, and recorded in Liber No. 216, folio 551, one of the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining. provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said parties of the second part, their heirs, executors, administrator sor assigns, the aforesaid sum of..... -----Six Thousand Dollars, (\$6,000.00),---together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void. And it is Agreed that until default be made in the premises, the said. parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said_ parties of the first part hereby covenant to pay when legally demandable. But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said parties of the second part, their heirs, executors, administrators and assigns, or Edward J. Ryan his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said___ parties of the first part, their _heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns. parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee sor their heirs or assigns, the improvements on the hereby mortgaged land to the amount of at least and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,

LIBER 309 PAGE 278

| and collect the premiums thereon with i | ortgagees, or the mortgages may effect said insurance interest as part of the mortgage debt. |
|-------------------------------------------|----------------------------------------------------------------------------------------------|
| Mitriess, the handand scaled | said mortgagor s . |
| Attest: 2107 | |
| Elliagan | Evert W. Warne [SEAL] |
| | EVERETT W. WARNE [SEAL] |
| | Marquirte Warne [SEAL] |
| | MARGOERITE WARNE |
| | |
| | |
| State of Maryland, | |
| Allegany County, to-wit: | |
| I hereby certify, That on | this 30th day of Dec. |
| A pereng recition, mat on | et - los |
| in the year Nineteen Hundred and | before me, the subscriber, |
| | d, in and for said County, personally appeared |
| EVERETT W. WARM | NE and MARGUERITE WARNE, his wife, |
| and each acknowledged the afor | regoing mortgage to be their |
| act and deed; and at the same time before | e me also personally appeared |
| | LORENCE V. WARNE, his wife, |
| | oath in due form of law, that the consideration in said |
| mortgage is true and bona fide as there | in set forth. |
| | |
| WITNESS my hand and Notarial Se | eal the day and year aforesaid. |
| | Selvantsortin |
| | Notary Public. |
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FILED AND RECORDED JANUARY 4" 1955 at 10:30 A.M.

MORTGAGE PER-CITT OR COUNTY-Form 16.

THIS MORTGAGE, Made this 16th day of July

in the year nineteen hundred and ANN L. DeVORE, his wife

fifty-four

by and between JOHN De VORE and

Mortgagors of the Allegany County.

in the State of Maryland, of the first part, and

GARRETT COAL CORPORATION, a duly incorporated body under the laws of the State of , Mortgagee , of the second part:

Whereas, the said Mortgagors are justly and bona fide indebted unto the within Mortgagee in the full and just sum of Twenty-four Hundred (\$2400,00) Dollars for money loaned and advanced and being part of the purchase price of the hereinafter described property and for the repayment of said sum the said Mortgagors have made and passed their negotiable promissory note in the amount of Twenty-four Hundred (\$2400,00) Dollars unto the within Mortgagee, dated evenly herewith and made payable at the end of one (1) year from the date hereof, together with interest to accrue thereon at the rate of four percent (4%) per annum payable semi-annually, with the right to the said Mortgagors to prepay any part or all of said mortgage indebtedness at any time prior to maturity, and

WHEREAS, it was a condition precedent to the granting of said advance that these presents be executed.

Now this Mortgage Witnesseth, that in consideration of the premises and of the sum of One Dollar, the said JOHN DeVORE and ANN L. DeVORE, his wife,

grant and convey unto GARRETT COAL CORPORATION, its

successors

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keirs and assigns,

in fee simple, all that county, Maryland, and being located along the Westernport-McCoole Road aforesaid, and described as follows, to wit:-Beginning some at a stake in the recently relocated north line of State Road No. 135, located (Magnetic Bearing, July, 1954) S. 69 degrees, W. 348 feet from the 5th, corner to the tract of which this is a part; thence with new lines and the north line of said road S. 58 degrees, 57 minutes, W. 200 feet to a stake; thence leaving said road N. 16 degrees, 35 minutes, W. 150 feet to a stake; N. 58 degrees, 57 minutes, E. 200 feet to a stake; thence S. 16 degrees, 35 minutes, E. 150 feet to the place of beginning, containing . 666 of an acre, and being a part of a 21 acre tract conveyed to Louis A. Fatkin by Arthur W. Ravenscroft.

BEING the same lot of ground and premises which by Deed dated July 9, 1954 and intended to be recorded among the Land Records of Allegany County, Maryland immediately prior hereto was granted and conveyed by Louis A. Fatkin and wife, unto the within Mortgagors. In the event of a sale or transfer of the within described property, whether by voluntary or involuntary sale or transfer, then this Mortgage, at the option of the within Mortgagee, shall mature and become due and payable.

Together with the buildings and improvements thereupon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining.

To Have and To Hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of GARRETT COAL CORPORATION, its successors mission and assigns, forever.

Previded, that if the said Mortgagors, their heirs

executors, administrators or assigns, shall well and truly pay, or cause to be paid, the aforesaid principal sum Twenty-four Hundred (\$2400.00) and all the installments of interest thereon, when and as each of them shall respectively be due and payable formed, then this Mortgage shall be void.

part to be per-

And the said Mortgagors hereby assent to the passage of a decree for the sale of the property hereby mortgaged, such sale to take place only after a default in any of the covenants or conditions of this mortgage as herein provided; and the said Mortgagors hereby also authorize the said Mortgagee, its successors presentable threat or assigns, or Marcy M. Ehudin, its duly authorized Attorney or Agent

of the said Mortgagee , its suc/ presentables, or assigns, after any default in the covenants or conditions of this mortgage, to sell the hereby mortgaged property. Any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article 66 of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any such sale of sald property, the proceeds shall be applied as follows: (1) to repayment of all expenses incident to said sale, including a fee of One Hundred Dollars and a commission to the party making the sale of sald property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors assessment of the said Mortgages, its successors assessments and the said-Mortgagors, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

And the said Mortgagor's for themselves, their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making saie under orders or decrees of a Court having equity jurisdiction in the State of Maryland, which said expenses, costs and commission the said Mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay, and the said Mortgagee, its successors personal representatives or assigns, or Marcy M. Ehudin, its theirs and Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, and commission, but said sale may be pro-

And it is agreed that, until default be made in the premises, the said parties of the first part, their heirs, executors, administrators or assigns, shall possess the aforesaid property upon paying, in the meantime, all taxes and assessments, public dues and charges levied or assessed, or to be levied or assessed, on said hereby mortgaged property, which taxes, mortgage debt and interest, public dues, charges and assessments

ceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses

covenant to pay when legally payable.

And the said parties of the first part further covenant to insure, and pending the existence of this Mortgage to keep insured, the improvements on the thereby mortgaged property to the amount of at least Twenty-four Hundred (\$2400.00) dollars, and to cause the policy to be effected thereon to be so framed or endorsed as, in case of fire, to insure to the benefit of the said Mortgagee, its suc/ Executors; calculate the said item or claim hereunder.

Witness

the

hands and seals of said Mortgagors.

TEST:

John DeVore

The Rest System

Ing Z. L

the sald parties

SEAL]

State of Maryland, Allegany County

I Hereby Certify, that on this thousand nine hundred and fifty-four

before me, a Notary Public

in the year one

of the State of Maryland, in and for the Allegany County John De Vore and Ann L. De Vore, his wife,

aforesaid, personally appeared

the Mortgagors named in the foregoing Mortgage, and they acknowledged the foregoing Mortgage to be their act. At the same time also appeared W. Robert Nethken, Agent for Garrett Coal Corporation.

of iaw that the consideration set forth in said Mortgage, is true and bona fide as therein set forth.

P. X. Ballacher Motary Public

Release revorded on next page

LIBER 309 PAGE 281

For value received, sarrett coal Corporation hereby releases (Coporate seal)

Attest: M. E. Frills

Secretary

6-17-5-5

FILED AND RECORDED JANUARY 4" 1955 at 3:35 P.M.

in the year Nineteen Hundred and fifty-_, by and between

WILLIAM P. CHAMBERS and MARGARET H. CHAMBERS, his wife,

Allegany County, in the State of Maryland,

parties of the first part, and FROSTBURG NATIONAL BANK, a national banking corporation duly incorporated under the laws of the United States of America, with its principal office in

Frostburg, Allegany County, in the State of Maryland, of the second part, WITNESSETH:

Illierras, the said parties of the first part are justly indebted unto the said party of the second part, its successors and assigns, in the full sum of

payable one year after date of these presents, together with interest thereon at the rate of six per centum (6%) per annum, payable quarterly, as evidenced by the joint and several promissory note of the parties of the first part payable to the order of the party of the second part, of even date and tenor herewith, which said indebtedness, together with interest as aforesaid, the said parties of the first part hereby covenant to pay to the said party of the second part, its successors and assigns, as and when the same is due and payable.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Nom Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said part_ies_of the first give, grant, bargain and sell, convey, release and confirm unto the said party of the second part. its successors Metric and assigns, the following property, to-wit:

ALL that lot, piece or parcel of land lying and being in what is known as Grahamtown in Allegany County, Maryland, which was conveyed by Melvin G, Henry et ux to William P. Chambers et ux by deed dated May 22, 1948, and recorded in Daeds Liber 221, folio 216 among the Land Records of Allegany County, Maryland, reference to which deed is hereby specifically made for a more particular description of the property therein conveyed.

Ungether with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining

| appertaining. |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Frouded, that if the said part ies of the first part, their heirs, executors, administra- |
| tors or assigns, do and shall pay to the said party of the second part, its successors |
| enversions condendation test or assigns, the aforesaid sum of |
| Sixty-one Hundred |
| same shall become due and payable, and in the meantime do and shall perform all the covenants |
| herein on their part to be performed, then this mortgage shall be void. |
| And it is Agreed that until default be made in the premises, the said part ies of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public llens levied on said property, all which taxes, mortgage debt and interest |
| thereon, the said parties of the first part hereby covenant to pay when legally demandable. |
| But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become |
| due and payable, and these presents are hereby declared to be made in trust, and the said part y |
| of the second part . its successors ments, successors and assigns, or |
| cobey, carscaden and gilchrist its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which saie shall be made in manner following to-wit: By giving at least twenty days' notice of the time, piace, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling-or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said partials of the first part heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed |
| and pald by the mortgagors. their representatives, heirs or assigns. |
| And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies successors acceptable to the mortgagee or its/assigns, the improvements on the hereby mortgaged land to |
| the amount of at least Sixty-one Hundred and 00/100 Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire |
| or other losses to inure to the benefit of the mortgagee , its successors |
| assigns, to the extent of <u>its</u> lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt. |
| Wiltess, the handa and seals of said mortgagora. |
| Witness: as to barw: |
| Transaction of Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the Colors of the C |





LIBER 309 PAGE 283

| Carfo. Wilson | William S. E Jum Olie Seal] |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------|
| Earl D. Wilson | WILLIAM P. CHAMBERS |
| | MARGARET H. CHAMBERS |
| State of Maryland. | |
| Allegany County, to-wit: | _# H |
| I hereby certify, That on th | is 3d day of December TANUAR) |
| in the year nineteen hundred and fifty | 776 |
| a Notary Public of the State of Maryland, in | before me, the subscriber |
| | |
| William P. Chambers | s and Margaret H. Chambers, his wife, |
| there | ng mortgage to be their respective |
| act and deed; and at the same time before | ns mortgage to be their rempective |
| | also personally appeared F. Earl Kreitzburg. |
| Cashier of the Frostburg National | Bank, |
| the within named mortgagee and made or | ath in due form of law, that the consideration in said |
| mortgage is true and bona fide as therein act | forth and fourth 1 |
| said Bank and duly author | orized by it to make this affidavit. |
| | |
| WITNESS my hand and Notarial Seal the | e day and year aforesaid. |
| 1+ 5 () | 8.1 |
| 1000 | Earl D. Wilson |
| THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF THE COUNTY OF TH | Notary Public |
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10 Her St. Legge rety lity

PILED AND RECORDED JANUARY 4" 1955 at 11:05 A.M.

Director of Allegany County, in the State of Maryland, particle of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgages.

WITNESSETH:

By the payment of Sixty-eight & 32/100 - - - (\$68, 32) - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, release and confirm unto the said mortgages, its successors or assigns, in fee simple, all the follow-

All those lets or parcels of ground known and designated as Lote Nos. 2 and 3 of Block No. 8 as shown on the map of Cumberland Heights Addition, which plat is recorded among the Land Records of Allegany County, Maryland, in Liber No. 117, folio 729. The said lots being located on Hill Top Drive, in the City of Cumberland, in Allegany County, Maryland, and more particularly described as a whole as follows, to-wit:

Beginning for said parcels of ground at a point on the southeasterly side of Hill Top Drive distant 35 feet measured along the said side of Hill Top Drive in a northeasterly direction from its intersection with the northeasterly side of Talbet Street and also beginning at the end of the first line of Lot No. 1; and running then with the southeasterly side of Hill Top Drive, North 53 degrees 26 minutes East 70 feet to Lot No. 4; then on the division line between Lots Nos. 3 and 4, South 36 degrees 34 minutes East 130 feet to an alley; then with said alley, South 53 degrees 26 minutes West 70 feet to Lot No. 1; then on the division line between Lots Nos. 1 and 2, North 36 degrees 34 minutes West 130 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Vella Marie Brown, divorced, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgages may at its option advance sums of money at anytime for the



Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgage that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgager and their, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on the impart to be performed, then this mortgage shall be void.

And it is Egreed that until default be made in the premises, the said mortgagor a may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the presents are hereby declared to be hereby secured shall at once become due and payable, and these or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement the mortgagors, representatives, heirs or assigns.

Anothe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged iand to the amount of at least Ten Thousand Fight Hundred & 00/100 - - (\$10,800.00) - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagers, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as foliows: (1) to deliver to the fully imposed taxes for the preceding calendar year; to deliver to the mortgagee recipts evidencing the payment of all liens for public improvements within ninety days after the same shall mental levies that may be made on the mortgagee within ninety days after due date all governother way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no mortgagors to keep the buildings on said property, or any part thereof, and upon the failure of the demand the immediate repair of said buildings or an increase in the amount of security, or the with said demand of the mortgagee for a period of thirty days shall constitute a breach of this hereby secured, and the mortgage may, without notice, institute proceedings to foreclose this of this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder any security for the debt) to the appointment of a receiver to collect the rents and profits of said gazed property for the debt) to the appointment of a receiver to collect the rents and profits of said gazed property be acquired by any person, persons, partnership or corporation , other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without and personal representatives and assigns, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs of said principal sum shall immediately become due and demandable after

LIBER 309 PAGE 286

default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the aforegoing covenants or conditions for thirty consecutive days.

Tittess, the hand and seal of said mortgagors."

Attest:

Forrest G. Snider

[SEAL]

Flesnor E. Snider

[SEAL]

State of Maryland, Allegany County, to-wit:

the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITHVESS my hand and Notarial Seal the day and year aforesaid.

Commission and Station is a significant of the State of Legal Colly City

FILED AND RECORDED JANUARY 4" 1955 at 11:10 A.M.

PURCHASE MONEY

This Murinage, Made this Dee day of January;
year Nineteen Hundred and fifty five by and between

Francis T. Evens and Arlene B. Evens, his wife,

of Allegany County, in the State of Maryland, partial of the first part, here

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inafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee. WITNESSETH:

Unbereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Fight Thousand (\$8000.00)

which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 per cent. per annum, in the manner following:

By the payment of F1fty Two and 80/100 (\$52.80)

on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagors do give, grant bargain and sell, convey, and confirm unto the said mortgagors on assigns in fee simple all the followtogether with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All those lots, pieces or parcels of ground lying and being on the northerly side of LaVale Court known and designated as part of Lot No. 130 and whole Lot No. 137 in LaVale Boulevard Court Addition, LaVale, Allegany County, Maryland, a plat of which said addition is recorded in Liber i, Folio 75, one of the Plat Records of Allegany County, Maryland, which said lots are more particularly described as a whole as follows, to wit:

Beginning for the same on the northerry side of LaVale Court aistant North 48 degrees 20 minutes West 94 feet from the intersection of the northerly side of LaVale Court and the westerly side of Suburban Drive, and running then with said LaVale Court North 48 degrees 20 minutes West 75 feet, then North 41 degrees 40 minutes East 162.5 feet to the southerly side of Eleanor Street, then with said street South 48 degrees 20 minutes East 75 feet to the end of the second line of Lot No. 137 in said addition, and then with said second line reversed South 41 degrees 40 minutes West 162.5 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Raiph G. Cover et al of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgages option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

to bave and to bold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagers.

their, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on theirpart to be performed, then this mortgage shall be void.

And it is Egreed that until default be made in the premises, the said mortgagor s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor s hereby covenant to pay when legally demandable.

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But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgages, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorised and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Enothe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Eight Thousand (\$8000.00)

Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Bno the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgages, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgage is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax recipts evidencing the payment of all law-fully imposed taxes for the preceding calendar year; to deliver to the mortgagee recipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor 8 to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor s to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and at paying in any action to foreclose it, shall be entitled (without regard to the adequacy of property be acquired by any person, persons, partnership or corporation other manner, without and research property be acquired by any person, persons, partnership or corporation other manner, without and research property be acquired by any person, persons, partnership or corporation other manner, without and research property be acquired by any person, persons, partnership or corporation other han the mortgagors written consent, or should the same be encumbered by the mortgagors, their heirs and research and a

of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the aforegoing covenants or conditions for thirty consecutive days.

mittess, the hand and seal of said mortgagors

Attest:

Jean T- Evans. [SEAL]

FRANCIS T. EVANS

(SEAL]

ARLENE B. EVANS

State of Maryland, Allegany County, to-wit:

I hereby rertify, That on this JRO day of Personbey,
in the year nineteen Hundred and Fifty before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

Francis T. Evans and Arlene B. Evans, his wife,

the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Scal the day and war aforesaid.

Notary Public.

FILED AND RECURDED JANUARY 4" 1955 at 3:15 P.M.

Paul W. Holtzman and Lallah R. Holtzman, his wife,

of Allegany

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County, in the State of Mary land

part 105 of the first part, and CUMBERLAND SAVINGS BANK of Cumberland, Maryland, a corporation duly incorporated under the Laws of the State of Maryland, with its principal place of business in Cumberland, Allegany County, Maryland, party of the second part, WITNESSETH:

Wilberens, the said Paul W. Holtzman and Lellah R. Holtzman, his wife,

End Cubercas, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Bow Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with interest thereon, the said Paul W. Holtzman and Lallah R. Holtzman, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said CUMBER-LAND SAVINGS BANK of Cumberland, Maryland, its successors or assigns, the following property, to-wit:

All those two lots or parcels of ground lying and being in the City of Cumberland, Allegany County, State of Maryland, situated on the West side of Pennsylvania Avenue, in Highland Addition to Cumberland, Maryland, designated on the Plat of said Addition as Lots Nos. 26 and 27, and described as follows:

FIRST: Lot No. 26: Beginning at the end of the first line of Lot No. 25 in said Addition, and running thence North 14 degrees and 2 minutes East 40 feet with the East side of a 12 foot alley, then South 75 degrees and 58 minutes East 103 feet to the West side of Pennsylvania Avenue, then South 14 degrees and 2 minutes West 40 feet with the West side of Pennsylvania, then North 75 degrees 58 minutes West 103 feet with the second line of Lot No. 25 reversed to the beginning.

SECOND: LOT NO. 27: Beginning for the same at the end of the first line of Lot No. 26 in said Addition, and running thence North 14 degrees and 2 minutes East 40 feet with the East side of a 12 foot alley, thence South 75 degrees and 58 minutes East 103 feet to the West side of Pennsylvania Avenue, then South 14 degrees and 2 minutes West 40 feet, thence with the second line of Lot No. 26 aforesaid reversed, North 75 degrees and 58 minutes West 103 feet to the beginning.

Paul W. Holtzman and Lallah R. Holtzman, his wife, by William Wilson Hendry and Margaret G. Hendry, his wife, by deed dated the 13th day of December , 1955, and to be recorded among the Land Records of Allegany County, Maryland, prior to the recording of this mortgage.

Together with the building and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereous belonging or in anywise appertaining.



LIBER 309 PAGE 291

| End it is Eigreed that until default be made in the premises, the said |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Paul W. Holtzman and Lallah R. Holtzman, his wife, |
| the meentime all and possess the aforesaid property, upon paying |
| the meantime, all taxes, assessments and public liens levied on said property, all which taxes |
| mortgage debt and interest thereon, the said Paul W. Holtzman and Lallah R. |
| Holtzman, his wife, |
| hereby covenant to pay when legally demandable. |
| But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage then the entire mortgage debt intended to be hereby secured shall at once become due and payable and these presents are hereby declared to be made in trust, and the said CUMBERLANI SAVINGS BANK of Cumberland, Maryland, its successors or and assigns, or |
| his, her or their duly constituted attament as Getty |
| and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heim or assigna; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly to the payment of all moneys owing under this mortgage, whether the same shall have been then |
| matured or not; and as to the balance, to pay it over to the said Paul W. Holtzman and |
| Lallah R. Holtzman, his wife, their |
| of the above commission |
| shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns. |
| End the said Paul W. Holtzmen and Lallah R. Holtzman, his |
| W110, |
| further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Thirty-Five Hundred |
| and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee , its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee , or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt. |
| Hittrss, the hand sand seal sof said mortgagors |
| Attest Eurlyn 40 Donnell Faul W. Holtzman [Seel] Coulyn & O Donnell Sallal R. Haltzman [Seel] |
| Lallan R. Holtzman |
| State of Maryland, |
| Allegany County, to-wit: |
| I hereby certify, That on this 4th day of January |
| in the year nineteen hundred and fiftyfive |
| a rotary rubile of the State of Maryland, in and for said County, personally appeared |
| Paul W. Holtzman and Lallah R. Holtzman, his wife, |
| and they acknowledged the aforegoing mortgage to be the ir- |
| act and deed; and at the same time before me also personally appeared Marcus A. Naughton an agent of the CUMBERLAND SAVINGS BANK, of Cumber- |

the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bons fide as therein set forth, and the said. Marcus A. Naughton further made oath in due form of law that he is the Vice-President, and agent, of the CUMBERLAND SAVINGS BANK of Cumberland, Marriand and duly authorized to make this affidavit. E NYTHER my hand and Notarial Seal the day and year aforesaid. Coelys & O Donnell Notary Public Cumberland maryland, June 14,1850 For value received the cumberland severys bank of bromberland Ind, hereby releases the within and foregoing mostgage. In witness whereof the cumberland favings want of Emplesons. My have caused these presents to be right by its tree Guident and the conformer and hereto efficied attated of the signature of its (Dosporate real)
What: John L. Conway
War 155 Combuland maryland
Without: John L. Conway
War 155 Cay: Marine a Marghton
The Christiant FILED AND RECORDED JANUARY 5" 1955 at 2:20 P.M. This Mortgage, Made this & the day of Second JANUARY in the year Nineteen Hundred and fifty-few Five , by and between GRACE QUINN and JAMES F. QUINN, her husband, Allegany County, in the State of Maryland, part ies of the first part, and FROSTBURG NATIONAL BANK, a national banking corporation duly incorporated under the laws of the United States of America, with its principal office in sk Frostburg, Allagany County, in the State of Maryland. party_____of the second part, WITNESSETH: Whereas, the said parties of the first part are justly indebted unto the said party of the second part, its successors and assigns, in the full sum of payable one year after date of these presents, together with interest thereon at the rate of six per centum (6%) per annum, payable quarterly, as evidenced by the joint and several promissory note of the parties of the first part payable to the order of the party of the second part, of even date and tenor herewith, which rest as aforesaid, the said parties of the first part hereby covenant to pay to the said party of the second part, its successors and assigns, as and when the same is due and payable.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said parties of the first give, grant, bargain and sell, convey, release and confirm unto the said part Y_ of the second part , its successors

All that lot, piece or parcel of ground lying and being in or near the Village of Eckhart in Allegany County, Maryland, and more particularly described in a deed from Stella Bruner et vir to Grace Quinn dated March 3, 1944, and recorded in Deeds Liber 198, folio 639, among the Land Records of Allegany County, Maryland, reference to which deed is hereby specifically made for a more particular description of said property.

Excepting therefrom all that property conveyed to Harry B. Lewis et ux by deed dated April 27, 1946, and recorded in Deeds Liber 208, folio 494 among the Land Records of Allegany County, Maryland, and excepting further all that property conveyed to the State of Maryland by deed dated April 10, 1947, and recorded in Deeds Liber 220, folio 128 among the Land Records of Allegany

Ungsther with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Frouthed, that if the said part ies of the first part, their helrs, executors, administrators or assigns, do and shall pay to the said party of the second part. its successors and a supercycle with the street or assigns, the aforesaid sum of _____

together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes. assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesald, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said part y____ of the second part . its successors

hates consectant abaintate to an assigns, or COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in By glving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which sald sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part . their

advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagora. representatives, heirs or assigns.

the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or ita/ assigns, the improvements on the hereby mortgaged land to

| | and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire | |
|-------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|
| | or other losses to inure to the benefit of the mortgagee , ita successors heipsor | |
| | assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt. | |
| | Witness, the hands and seals of said mortgagors. | . 69 |
| | Witness: Os of both: Earl O. Wilson Grunn (Sail | |
| | Earl O. Wilan Grace Quinn [Seai] | |
| | GRACE QUINN [Seai] JAMES F. QUINN | • |
| | State of Maryland, | |
| | Allegany County, to-wit: | |
| | I hereby certify, That on this # the day of Descript January | |
| i: | in the year nineteen hundred and fifty-free Five , before me, the subscriber | |
| а | a Notary Public of the State of Maryland, in and for said County, personally appeared | |
| | Grace Quinn and James F. Quinn, her husband, | |
| | and they acknowledged the aforegoing mortgage to be their respective | |
| C | ct and deed; and at the same time before me also personally appeared F. Earl Kreitzburg. | |
| th | ne within named mortgagee and made oath in due form of law, that the consideration in said | 9 |
| me | origage active and bona fide as therein set forth., and further made oath that he is the ashier of said Bank and duly authorized by it to make this affidavit. | |
| | WITNESS my hand and Notarial Seal the day and year aforesaid. | |
| 1. 1.1.0 | | |
| ********** | Notary Public | |
| F | Carl D. Wilson Notary Public | |
| For | value received, The Trostourg gational Bank hereby | |
| pora | value received, The Trostburg frational Bank hereby es the within and aforegoing in satisface whereby witness whereof the vaid Bank has caused its the name to be signed by its to the wider to it | |
| spora | value received, The Trostours national Bank hereby es the within and aforegoing in satisfage witness whereof the waid Bank has caused to the name to be signed by its of wident, and its the real affixed duly attested by its coshier this (I | |
| spora
spora | value received, The Trostoury national Bank hereby ex the within and aforegoing montgage witness whereof the vaid Bank has caused to the rank to be rigned by its of wident, and its te real affixed, duly attested by its coshier this (I may, 1755. | |
| fora foral | value received, The Trostoury national Bank hereby ex the within and aforegoing montgage witness whereof the vaid Bank has caused to the rank to be rigned by its of wident, and its te real affixed, duly attested by its coshier this (I may, 1755. | |
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fora | value received, The Trostburg Fational Bank hereby es the within and aforegoing mortgage witness whereof the waid Bank has caused to clare name to be righed by its traident, and its te real affixed duly attested by its coshier this 64 may, 1755. | |
| spora poral | value received, The Trostoury national Bank hereby ex the within and aforegoing montgage witness whereof the vaid Bank has caused to the rank to be rigned by its of wident, and its te real affixed, duly attested by its coshier this (I may, 1755. | |
| fora foral | value received, The Trostoury national Bank hereby ex the within and aforegoing montgage witness whereof the vaid Bank has caused to the rank to be rigned by its of wident, and its te real affixed, duly attested by its coshier this (I may, 1755. | |
| fora foral | value received, The Trostoury national Bank hereby ex the within and aforegoing montgage witness whereof the vaid Bank has caused to the rank to be rigned by its of wident, and its te real affixed, duly attested by its coshier this (I may, 1755. | |
| spora poral | value received, The Trostoury national Bank hereby ex the within and aforegoing montgage witness whereof the vaid Bank has caused to the rank to be rigned by its of wident, and its te real affixed, duly attested by its coshier this (I may, 1755. | |
| spora poral | value received, The Trostoury national Bank hereby ex the within and aforegoing montgage witness whereof the vaid Bank has caused to the rank to be rigned by its of wident, and its te real affixed, duly attested by its coshier this (I may, 1755. | |
| fora foral | value received, The Trostoury national Bank hereby ex the within and aforegoing montgage witness whereof the vaid Bank has caused to the rank to be rigned by its of wident, and its te real affixed, duly attested by its coshier this (I may, 1755. | |
| fora goral | value received, The Trostoury national Bank hereby ex the within and aforegoing montgage witness whereof the vaid Bank has caused to the rank to be rigned by its of wident, and its te real affixed, duly attested by its coshier this (I may, 1755. | |
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garat | value received, The Trostoury national Bank hereby ex the within and aforegoing montgage witness whereof the vaid Bank has caused to the rank to be rigned by its of wident, and its te real affixed, duly attested by its coshier this (I may, 1755. | |
| fora foral | value received, The Trostoury national Bank hereby ex the within and aforegoing montgage witness whereof the vaid Bank has caused to the rank to be rigned by its of wident, and its te real affixed, duly attested by its coshier this (I may, 1755. | |

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| SECOND PURCHASE MONEY This Murinary, Made this 4th day of January |
|-------------------------------------------------------------------------------------|
| in the year Nineteen Hundred and Fifty -five , by and between |
| Carl F. Whitman and Madeline M. Whitman, his wife, |
| of Allegany County, in the State of Maryland |
| part 10s of the first part, and Clara E. Robenette, Widow, |
| |
| of Allegany County, in the State of Maryland part Y of the second part, WITNESSETH: |
| |

Wilbergas, the said mortgagee has this day loaned to the said mortgagors, the sum of FIVE HUNDRED NINETY TWO DOLLARS AND FIFTERN CENTS (\$592.10) which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of six per cent, (6%) per annum, in the manner following:

By the payments of FIFTEEN (\$15.00) Dollars, on or until the whole of said principal sum and interest shall be paid, Dollars, on or which interest shall be computed by the calendar month, and the said installment payments may be applied by the mortgages in the following order: (1) to the payment of interest; and (2) to the payment of the

The due execution of this mortgage having been a condition precedent to the granting of said advance.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Carl F. Whitman and Madalina M.

Whitman, his wife,

do

give, grant, bargain and sell, convey, release and confirm unto the said

Clara E. Robinette, her

heirs and assigns, the following property, to-wit:

All that lot or parcel of ground known as Lot No. 5 in Lippold's Addition situated in the City of Cumberland, in Allegany County, State of Maryland, a plat of said Lippold's Addition is recorded among the Land Records of Allegany County, Maryland, in Deed Book 71, folio 642, which said Lot No. 5 is particularly described

BEGINNING at a stake at the end of the first line of Lot No. 4 and running thence with said Bedford Street, (as now extended Eastwardly) North 28-5/6 degrees East 40 feet to a stake, then North 61-1/6 degrees West 128 feet to Hill Street (30 feet wide) and with said Street, South 28-5/6 degrees West 40 feet to the end of second line of Lot No. 4, South 61-1/6 degrees East 128 feet to the

C. markette

LIBER 309 PAGE 296

This being the same property which was conveyed by Clara E Ministra, Widow, unto the said Carl F. Whitman and Madeline M. Whitman his wife, by deed dated January 4, 1955, and recorded among the Land Records of Allegany County, Maryland, prior to the recordation of this mortgage, this mortgage being a second mortgage, second to the first mortgage from the same parties to Home Building and Loan Association, Inc., which is recorded immediately prior to this mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Drovided, that if the said Carl P. Whitman and Madeline M. Whitman,
his wife, their heirs, executors, administrators or assigns, do and shall pay to the said

Clara E. Robinette, her

executor E administrator or assigns, the aforesaid sum of FIVE HUNDRED: NINETY-TWO_

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be

performed, then this mortgage shall be void.

End it is Egreed that until default be made in the premises, the said Garl F.

Whitmam and Madeline M. Whitman, his wife,

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Carl F. Whitman and Madeline M.

Whitman, his wife,

DOLLARS AND LUTTEN CENTS

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hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said_____

Clara E. Robinette, ber

heirs, executors, administrators and assigns, or Thomas Lohn Richards, his, her or their-duly constituted attorney or agent, are hereby authorised and empowered, at any time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said Carl F. Whitman and

Madeline M. Whitman, his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor S. their representatives, heirs or assigns.

HIND the said Carl F. Whitman and Madeline M. Whitman, his wife, further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance. Company or companies acceptable to the mortgages or assigns, the improvements on the hereby mortgaged land to the amount of at least FIVE HUNDRED NINETY-CHO DOLLARS AND FIVE CENTS (259 R.E.) stands and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,



| to inure to the benefit of the mortgagee her heirs or assigns, to the extent |
|----------------------------------------------------------------------------------------------|
| oftheir lien or claim hereunder, and to place such policy or |
| of the mortgagee , or the mortgagee may offeet said in |
| the premiums thereon with interest as part of the mortgage debt |
| Witness, the hand and seal of said mortgagors. |
| Attact |
| Rosacie a. Crastine Carl F. Whitman [SEAL] |
| State of Maryland, |
| Allegany County, to-wit: |
| I hereby certify. That on this 4 CC. day of January |
| in the year nineteen Hundred and Fifty -five , before me, the subscriber, |
| a Notary Public of the State of Maryland, in and for said County, personally appeared |
| Carl F. Whitman and Madeline M. Whitman, his wife, |
| and they acknowledged the aforegoing mortgage to be their |
| act and deed; and at the same time before me also personally appeared |
| Clara E. Robinette, Widow, |
| the within named mortgagee, and made oath in due form of law, that the consideration in said |
| mortgage is true and bona fide as therein set for forth. |
| WITNESS my hand and Notarial Seal the day and year aforesaid. |
| Notary Public. |
| |
| |
| |

FILED AND RECORDED JANUARY 5" 1955 at 10:15 A.M.

This Mortgage, Made thia 4th day of January,

in the year Nineteen Hundred and Pifty Tive

by and between

Carl F. Whitman and Madeline M. Whitman, his wife.

Allegany

County, in the State of Maryland

part 10s of the first part, hereinafter called mortgagor 8, and Home Building and Loan Association, Incorporated, a corporation incorporated under the laws of the State of Maryland, of Allegany County, in the State of Maryland, party of the second part, hereinafter called mortgagee. WITNESSETH:

Unbecars, the said mortgagee has this day loaned to the said mortgagors , the sum of

TWENTY-FIVE HUNDRED

Dollare

which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of six per cent, (6%) per annum, in the manner following:

By the payments of TWENTY-FIVE Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the mortgagee in the following order: (1) to the payment of interest; and (2) to the payment of the aforesaid principal sum.

The due execution of this mortgage having been a condition precedent to the granting of said advance.

NOW Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon the said mortgager s do give, grant, bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot or parcel of ground known as Lot No. 5 in Lippold's Addition situated in the City of Cumberland, in Allegany County, State of Maryland, a plat of said Lippold's Addition is recorded among the Land Records of Allegany County, Maryland, in Deed Book 71, folio 642, which said Lot No. 5 is particularly described as follows, to-wit:

BEGINNING at a stake at the end of the first line of Lot No. 4 and running thence with said Bedford Street, (as now extended Eastwardly) North 28-5/5 degrees East 40 feet to a stake, then North 61-1/6 degrees West 128 feet to Hill Street (30 feet wide) and with said Street, South 28-5/6 degrees West 40 feet to the end of the second line of Lot No. 4, South 61-1/6 degrees East 128 feet to the BEGINNING.

This being the same property which was conveyed by Clara E. Robinette, Widow, unto the said Carl F. Whitman and Madeline M. Whitman, his wife, by deed dated January 4, 1955, and recorded simultaneously with the recordation of this mortgage herein, this being a purchase money mortgage.

The above described property is improved by a two story frame dwelling house consisting of five rooms and bath and by a concrete garage for one automobile and is known as Eo. 618 Bedford Street, Cumberland, Maryland.

It is covenanted and agreed by the parties hereto that this mortgage may secure future advances to be made at the mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred Dollars nor to be made in an amount which would make the mortgage debt exceed the original amount thereof, as provided by Article 66, section 2, of the annotated Gode of Maryland.

The said mortgagor 8 hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do

covenant that they will execute such further assurances as may be requisite.

"Together with the buildings and improvements thereon, and the rights, reads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To bave and to bold the aforesaid parcel of ground and premises unto the said mort-



gagee, its successors and assigns, forever, provided that if the said mortgagers, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein

on the 1 part to be performed, then this mortgage shall be void.

End it is Egreed that until default be made in the premises, the said mortgagor 3 may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor 5 hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or Thomas Lohr Richards, its duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit:

By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale to be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagor \$, their or assigns; and in case of advertisement under the above power but no sale, one-half of the above commissions

shall be allowed and paid by the mortgagor 5 .their representatives, heirs or assigns.

End the said mortgagers, theirs, executors, adminstrators and assigns further covenant with the mortgagee, its successors and assigns, as follows: (1) to keep the buildings now or hereafter erected on the premises described insured against loss by fire in at least the sum

TWENTY-FIVE HUNDRED in companies approved by the mortgagee, and to deliver all policies of insurance thereon as and when issued and the premium receipts therefor to the mortgages, to whom the said policies shall be made payable as their interest may appear; (2) to pay all taxes, water rents and assessments which may be assessed or levied or imposed upon the said premises within at least thirty days after the same become due or payable, and to produce the receipts for such payments within that time to the mortgagee; (3) and in the event of any failure to effect and pay for such insurance or to pay such taxes, water rents and assessments as aforesaid, or any part thereof, that then and in either or any such event, the mortgagee may effect and pay for such insurance and pay such taxes, water rents and assessments, and the sum or sums so paid shall be deemed a part of the principal debt hereby secured and shall bear interest at the same rate, and the same shall be immediately due and payable and collectible with and in the same manner as the said principal debt; (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor 8 to keep the buildings on said property in good condition or repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagor 8 to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (5) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corpor-, other than the mortgagor S , by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days, and thirty days after the happening of any default or breach of any covenant the mortgagee may immediately foreclose this mortgage.

Tittess, the hand and seal of the said mortgagor s.

| Attem: | 00001 |
|---------------------|-----------------------------------------------------------------------------|
| Notalie a. Crastice | Carl Whitman . Whitman . (SEAL Madeline M. Whitman SEAL Madeline M. Whitman |
| | Madeline M. Whitman SEAL |
| | (SEAL |
| | (SEAL |

State of Maryland, Allegany County, to-wit:

in the year nineteen hundred and fifty - five , before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Carl F. Whitman and Madeline M. Whitman, his wife,

the said mortgagor s herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared Thomas Lohr Richards, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as herein set forth, and did make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Rosacio a Carlline

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To bank is pringer they Edy

FILED AND RECORDED JANUARY 5" 1955 at 9:10 A.M.

PURCHASE MONEY

This Mortgage, Made this 4 day of January

in the year Nineteen Hundred and Fifty-five , by and between Delton E. Johnson and Nora B. Johnson, his wife,

of ______ County, in the State of Maryland parties of the first part, and Howard E. Johnson and Elizabeth Johnson, his wife,

of Somerset County, in the State of Pennsylvania
part les of the second part, WITNESSETH:

fidely indebted unto the Parties of the First Part are justly and bona fidely indebted unto the Parties of the Second Part in the full and just sum of Two Thousand Three Hundred (\$2,300.00) Dollars, and

which said principal sum or any balance thereof shall bear interest at the rate of four per cent (4%) per annum, said interest to be computed and payable annually hereafter and said principal sum and any other charges hereunder shall be paid within ten (10) years from the date hereof; with the right reserved unto the Parties of the First Part to prepay any or all of said principal sum and interest at any time prior to its maturity.

How Therefore, in consideration of the premises, and of the sum of one dellar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Helton E. Johnson and Nora B. Johnson, his wife,

give, grant, bargain and sell, convey, release and confirm unto the suid Howard E. Johnson and Elizabeth Johnson, his wife, their

heirs and assigns, the following property, to-wit:

ALL that lot or parcel of ground, known and distinguished as Lot No. 121, in the First Addition to Bowling Green, a plat of said Addition being recorded among the Land Records of Allegany County, Waryland, and said lot being more particularly described as follows:

Road at the end of the intersection of said Cresap Road with the north side of Fourth Street; and running thence with said lot.
North 59 degrees 39 minutes East 24.8 feet to the end of the fourth line of Lot No. 120; and with said line reversed, North 30 degrees 21 minutes West 120 feet; thence South 10 degrees 15 minutes West 107.8 feet to the north side of Fourth Street; and with said Fourth Street, South 79 degrees 45 minutes East 59 feet to the place of beginning.

THE AFORESAID PROPERTY is the same property conveyed by deed of even date herewith, from Howard Johnson and Elizabeth Johnson, his wife, to Delton E. Johnson and Nora B. Johnson, his wife, and which said deed is to be recorded among the Lang Records of Allegany County, Maryland, simultaneously with the recordation of this Purchase Money Mortgage; a specific reference to which said deed is hereby made for a full and more particular description of the land hereby conveyed by way of mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Drovided, that if the said Delton E. Johnson and Nora B. Johnson, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said Howard E. Johnson and clizabeth Johnson, his wife, their executos , administrators or assigns, the aforesaid sum of Two Thousand Three Hundred (\$2,300.00) Dollars, together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their performed, then this mortgage shall be void.

And it is agreed that until default be made in the premises, the said

Delton in Johnson and Nora B. Johnson, his wife, may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Delton E. Johnson and Nora B. Johnson, his wife

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in par then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said.

| Howard E. Johnson and Elizabeth Johnson, his wife, their |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| heirs, executors, administrators and assigns, or Earl L. Manges, his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in Emp- berman. Maryland, which said sale shall be at public auction for each, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said. |
| Leton E. Johnson and Nora B. Johnson, his wife their or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission |
| shall be allowed and paid by the mortgagor S. their representatives, heirs or assigns. |
| End the said Delton E. Johnson and Nora B. Johnson, his wife, |
| further covenant to |
| insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgages or their |
| assigns, the improvements on the hereby mortgaged land to the amount of at least |
| Two Thousand Three Hundred (\$2,300.00) Dollars, |
| and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, |
| to inure to the benefit of the mortgages, their heirs or assigns, to the extent |
| |
| of ZXZXZXZXZXZXZXZXZXZXZXZXZXZXXXXXXXXXX |
| policies forthwith in possession of the mortgagee 3, or the mortgages may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt |
| Illitness, the hand and sealsof said mortgagors: |
| Attest: Eal E. Manges Del ton E. Johnson [SEAL] Nora B. Johnson [SEAL] |
| State of Maryland, |
| Allegany County, to-wit: |
| I hereby certify. That on this & day of January |
| in the year nineteen Hundred and Fifty -five, before me, the subscriber, |
| a Notary Public of the State of Maryland, in and for said County, personally appeared |
| Delton E. Johnson and Nora B. Johnson, his wife, |
| and each acknowledged the aforegoing mortgage to be his and her respective |
| act and deed; and at the same time before me also personally appeared. |
| Howard E. Johnson and Elizabeth Johnson, his wife, |
| the within named mortgagees, and made oath in due form of law, that the consideration in said |
| mortents is true and bona fide as therein set for forth. |
| WTENESS my hand and Notarial Seal the day and year aforesaid. |
| 3:10 :/ 3 |
| Earl Edmundmenge |

1 isel i The new etty of

FILED AND RECORDED JANUARY 5" 1955 at 9:10 A.M.
Thild Release of Mortgage, Made and executed this 4 day
of January, in the year One Thousand Nine Hundred Fifty-five, by
John J. Tipton and Grace Tipton, his wife, of the County of Allegany and State of Maryland:

while Ab, the said John J. Tipton and orace Tipton, his wife, are the holders of a certain mortgage from Leo b. Brites and wellie G. Crites, his wife, dated the 20th day of hepterier, 1951 and recorded among the Mortgage Records of Allgebray County, Maryland, in since No. 250, folio 12; and

which, the said Leo B. Crites and wellie G. Crites, . s wife, having fully paid and satisfied sale mortgage, are entitled to have the property thereby affected released from the operation and effect thereof.

which to be, NOW, This Release witnesseth That for and in consideration of the premises and of the sum of one (41.00) Lordar, the said John J. Tipton and Grace Tipton, his wife, do hereby release the said mortgage and grant the property thereby affected unto the said Leo b. Crites and delife o. Crites, all wife, to be need by the said Leo b. Crites and wellie o. Crites, all wife, in the same namer as if the sale mortgage had here there are executed.

willaroo, the hands and sears of the said releasors:

John J. Tipton

John J. Tipton

orace Tipton

STATE OF ARRYLAND, COUNTY OF ALLEGANY, TO WIT:

before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared John J. Tipton and Grace Lipton, his wife, and did each acknowledge the aforegoing Release of Mortgage to be his and her respective act and deed.

wITNESS, my nand and Notarial Seal:

Sal Edmund Itorges

EAST FOUND IN THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE

FILED AND RECORDED JANUARY 6" 1955 at 9:30 A.M.

THIS PURCHASE MONEY MORTGAGE, made this the Aday of January, 1965 by and between Donald F. Casteel, hereinafter called mortgagor, which expression shall include his heirs, personal representatives, successors and assigns, where the context so admits or requires of Allegany County, Maryland, party of the firstpart and the National Bank of Keyser, West Virginia, a corporation, hereinafter called mortgagee, which expression shall include its personal representatives, successors and assigns, where the context so requires or admit, of Mineral County, West Virginia, party of the second part. WITNESSETH:

WHEREAS, said mortgagor now stands indebted unto the said mortgage in the full and just sum of Four Hundred Thirty six dollars and twenty five cents (\$436.25) as evidenced by his installment note of even date herewith, payable in eleven monthly installments of \$36,35 and one installment of \$36.40 one of which is due on the 4th day of each succeeding month hereafter until the entire principal sum has been paid, and which said note is also signed by William E. Whitlock.

AND WHEREAS this mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

NOW THEREFORE, in consideration of the premises and the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the time of payment of said note and monthly payments the said Donald F. Casteel doth give, grant, bargain and sell, convey, release and confirm unto the said mortgagee, its personal representatives, successors and assigns, the following personal property, to-wit:

One 1951 Ford Tudor Sedan, Serial and Motor No. BIBF-112314 now titled in Maryland title No. F 476392 in the name of Grace Evelyn Lloyd, Wright's Crossing, Frostburg, but being this date transferred to Donald F. Casteel, RFD 3, Keyser, W. Va. postoffice, but who lives in Allegany county, Maryland;

It is agreed between the parties hereto that the mortgagor will not dispose of said personal property or remove from Allegany County, Maryland, the said personal property hereinbefore mentioned and described, without the consent in writing of said The National Bank of Keyser, West Virginia.

It is further agreed by and between the parties hereto that the mortgager shall keep the above described personal property in good repair or condition during the time of this mortgage.

It is further agreed that the mortgager will insure forthwith and pending the existence of this mortgage, by some insurance company acceptable to the mortgagee, or its personal representatives, successors and assigns, the within named personal property against fire, theft and collision, to the amount of at least \$436.25, the proceeds of any insurance paid to the mortgagor by Feason of any loss or injury to be applied either to the payment of said mortgage

indebtedness or towards the repair and replacement as said mortgagee, its successors or assigns may elect.

The mortgagor shall immediately notify the mortgagee by registered mail of any and all levies which may be placed upon the said personal property by any constable, sherirf or other officer, and the mortgagor further agrees to notify the mortgagee of the making of any making of the benefit of creditors or of the filing of any voluntary or involuntary petition in bankruptcy, or the appointment of a Keceiver for said mortgagor.

BUT in case of default being made inpayment of the mortgage debt, or the monthly payments, or the interest thereon, or in any agreement, covenant or condition of this mortgage, or in the attempt to dispose of said property without permission of the said mortgagee, then the entire mortgage debt intended to be hereby secured shall at once become due and payable and these presents are hereby declared to be made in trust and the said The National Bank of Keyser, Mest Virginia, mortgagee, its personal representatives, successors and assigns or James H. Swadley, Jr., its duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter to sell the property hereby mortgaged, and to transfer the same to the purchaser thereof, which sale shall be made in manner following, to-wit: By giving at least ten days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public suction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied and a commission of 10% to the party selling or making said sale; secondly, to the payment of all monies owing under this mortgage, whether the same shall have been then matured or not, and as to the balance, to pay it over to the said Donald F. Casteel, his heirs or assigns, and in case of advertisement under the above power but no sale, onehalf of the above commission shall be allowed and paid by the mortgagor, his representatives, heirs or assigns.

WITNESS the hand and seal of said mortgagor.

Bonald & Castel (SEAL)

ittest:

Jang Orfer

THE NATIONAL BANK OF KATSER, H. VA., a corp.

P.J. Davis, President

State of West Virginia, County of Mineral, to-wit;

I HEREBY CERTIFY that on this _______day of January,
1955 before me, the subscriber s Notary Public of the State of West Virginia,
in and for said county of Mineral, personally sppeared Donald F. Casteel, whose

LIBER 309 PAGE 306

name is signed to the writing above and being the within named mortgagor and acknowledged the aforesaid mortgage to be his act and deed. And at the same time before me also personally appeared P.J.Davis, President of the National Bank of Keyser, W. Va., a corporation, the within named mortgagee and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

Witness my hand and Notarial seal.

My commission expires April 15,1463

Jun & Pifer

Megel et.

FILED AND RECORDED JANUARY 6" 1955 at 3:30 P.M.

This Mortgage, Made this

day of

December

in the year mineteen hundred and fifty-Pewry

v and between

Dewey C. Llewellyn and Rosalie F. Llewellyn, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee, Witnesseth:

Whereas, the said

Dewey C. Llewellyn and Rosalie F. Llewellyn, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of
Five Hundred Thirty (\$530.00) - - - - Dollars,
payable to the order of the said The Liberty Trust Company, one year after date with interest from
date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues,
at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30,
September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be
payable on March 31, 1955

THIS MORTGAGE IS EXECUTED TO SECURE PART OF THE PURCHASE MONEY FOR THE PROPERTY HEREIN DESCRIBED AND CONVEYED AND IS, THEREFORE, A PURCHASE MONEY MORTGAGE.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Dewey C. Llewellyn and Rosalie F. Llewellyn, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

lying and being in the Georges Creek Region, in the vicinity of Elk Lick Run, in Allegany County, Maryland, to-wit:

BEGINNING for the same at a peg standing at the end of deed dated June 13, 1911, by and between the Georges Creek Coal Company of Lonaconing and Elijah M. Beeman and Clara R. Beeman, his wife, and recorded in Liber No. 159, folio 413, of the Land Records of Alledegrees O minutes West 95.7 feet to a fence post; thence South 49 deminutes East 100.5 feet to a peg; thence South 49 degrees 30 minutes west 259.2 feet to a peg; thence South 49 degrees 30 minutes are to a peg; thence South 49 degrees 30 minutes are to a peg; thence South 49 degrees 30 minutes are to the place of the beginning, containing .64 acres of land, more or less.

It being the same property which was conveyed unto the said Mortgagors by Harry Beeman and wife by deed dated the 10th day of December, 1954, and duly filed for record among the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the sald above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his helrs, executors, administrators, or assigns, does and shail pay to the said mortgagee, its successors or assigns, the aforesaid sum of Five Hundred Thirty (\$530.00) Doilars, together with the interest thereon when and as the same becomes due and payable, and in the meantline does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be vold.

IT IS AGREED, that it shail be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof. future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt. but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvments to themortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantlme, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes , its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the

day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgage, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Five Hundred Thirty (\$530.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Dewey C. Liewellyn (SEA

Rosalie F. Llewellyn (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

2 Sm Elne

I hereby Certify, that on this 3rd day of Becomber Javary in the year nineteen hundred and fifty-Emer five before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

Dewey C. Llewellyn and Rosalie F. Llewellyn, his wife,

and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgages and made oath in due form

of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper,

did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written,

Motory P

FILED AND RECORDED JANUARY 6" 1955 at 3:30 P.M.
THIS DEED OF PARTIAL RELEASE OF MORTGAGE, Made this
day of January, 1955, by Robert W. Young and Edith M. Young, his
wife, of Allegany County, in the State of Maryland, WITNESSETH:

WHEREAS, by Mortgage dated February 75, 1954, Julian F. Schonter and Mabel I. Schonter, his wife, executed a Mortgage unto Robert W. Young and Edith M. Young, his wife, for the amount of Twenty-Eight Hundred (\$2800.00) Dollars, together with the interest thereon as therein expressed, which said Mortgage is recorded in Liber No. 303, folio 54 of the Mortgage Records of Allegany County, and which said Mortgage now constitutes a lien upon two certain properties, both situated on Emily Street in the City of Cumberland, Maryland, and

whereas, the indebtedness as stated in said Mortgage has been considerably reduced, both as to principal and interest, and the said Julian F. Schonter has requested that one of said properties as included under the lien of said Mortgage be released, all of which, the said Robert W. Young and Edith M. Young, his wife, have agreed to do.

NOW, THEREFORE, in consideration of the premises and of the sum of One (\$1.00) Dollar paid unto the said Robert W. Young and Edith M. Young, his wife, by the said Julian F. Schonter, the receipt of which is hereby acknowledged, and in further consideration of the regular amortization of payments made by the said Julian F. Schonter on said Mortgage Indebtedness and the interest thereon, the said Robert W. Young and Edith M. Young, his wife, do hereby release from the lien of said Mortgage the following described property:

All that lot or parcel of ground, lying and being on Emily Street, in the City of Cumberland, Allegany County, State of Maryland, known as No. 216 Emily Street, and more particularly described as follows, to-wit:

BEGINNING at a point on Emily Street 22 feet distant from the beginning of the first line of the whole lot as described in a deed from Johnson, Stewart and Walsh Company to Mary F.

Kelley, bearing date of February 26, 1907, and recorded among the Land Records of Allegany County in Liber No. 101, folio 212, and running then with the Northerly side of Emily Street, South 741 degrees West 28 feet; then reversing the fourth line of a deed from Van Spriggs Cresap, dated January 24, 1872, and recorded among the Land Records of Allegany County in Liber No. 36, folio 668, North 152 degrees West 100 feet to an alley, and with said

LIBER 309 PAGE 310

alley, North 742 degrees East 28 feet; then South 15 degrees
East 100 feet to the beginning.

It being understood, covenanted and agreed, however, that said Mortgage shall be and remain a valid and subsisting lien upon the remaining property included under the lien of said Mortgage.

WITNESS our hands and seals the day and year above

written.

VITNES: Potry Lin

OBERT W. SOUNG

_(SEAL)

STATE OF MARYLAND COUNTY OF ALLEGANY

TO WIT:

I HEREBY CERTIFY, That on this 5th day of January, 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Allegany, personally appeared Robert W. Young and Edith M. Young, his wife, and each acknowledged the aforegoing Deed of Partial Release of Mortgage to be their act and deed.

WITNESS my hand and Notarial Seal the day and year above written.

NOTARY PUBLIC

1

| FILED AND RECORDED JANUARY 6" 1955 at 2:30 P.M. |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| This Martgage, Made this 28 th day of December, |
| in the year Nineteen Hundred and Fifty Four by and between |
| Wilbur Reese Mock and Angela Christina Mock, his wife, |
| |
| of Allegany County, in the State of Maryland |
| part ies of the first part, and |
| Henry W. Ford and Frances Ford, his wife, |
| |
| Allegany County, in the State of Maryland |
| of Allegany County, in the State of Maryland |
| part 108 of the second part, WITNESSETH: |
| Unbereas, the said parties of the first part are indebted unto the parties of the second part in the full and just sum of Four Thousand Five Hundred Dollars (\$4500.00) for money this day loaned the parties of the first part, and which said principal sum of Four Thousand Five Hundred Dollars (\$4500.00) together with interest at the rate of Six Per Centum (6%) Per Annum, the parties of the first part agree to repay in payments of not less than Forty Five Dollars (\$45.00) per month, said payments to apply first to interest and the balance to principal. The parties of the first part shall have the right to make additional payments on the principal amount of this mortgage at any time in amounts not less than One Hundred Dollars (\$100.00). The first of said monthly payments to be due February 1, 1955, and to continue monthly until the full amount of the principal and interest is paid. |
| AND WHEREAS, this mortgage shall also secure future advances as provided in Section 2 of Article 66 of the Annotated Code of Maryland (1951) or any future amendments thereto. |
| |
| Row Therefore, in consideration of the premises, and of the sum of one dollar in hand |
| paid, and in order to secure the prompt payment of the said indebtedness at the maturity there- |
| of, together with the interest thereon, the said |
| |
| parties of the first part |
| do give, grant, bargain and seil, convey, release and confirm unto the said |
| parties of the second part, their |
| heirs and assigns, the following property, to-wit: |
| All that lot or parcel of ground situated approx- |
| imately 500 feet South of the Bedford Road in Election District No. |
| 23, Allegany County, Maryland, which said lot extends North 49 de- |
| grees 48 minutes East 80 feet along the Southerly side of a private |
| road, thence leaving said road, and running South 37 degrees 0 |
| minutes East 783.7 feet, thence South 59 degrees 23 minutes West |
| 80.5 feet, thence North 37 degrees O minutes West 770.4 feet to the |

Southerly side of said private road, the place of beginning, and containing 1.4 acres, more or less.

It being the same property which was conveyed unto Wilbur Reese Mock and Angela Christina Mock, his wife, by Estella P. Judy et al by deed dated September 2, 1954, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 261, folio 433.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

| parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said parties of the second part, their executor, administrator or assigns, the aforesaid sum of |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| parties of the second part, their executor, administrator or assigns, the aforesaid sum of Four Thousand Five Hundred Dollars (\$4500.00) together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to b performed, then this mortgage shall be void. But it Burced that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying it the meantime, all taxes, assessments and public liens levied on said property, all which taxes mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable. |
| executor , administrator or assigns, the aforesaid sum of |
| Thousand Five Hundred Dollars (\$4500.00) together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on |
| together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void. Had it is Egreed that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable. |
| the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void. Rnd it is Egreed that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying if the meantime, all taxes, assessments and public liens levied on said property, all which taxes mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable. |
| Performed, then this mortgage shall be void. Hand it is Egreed that until default be made in the premises, the said |
| End it is Egreed that until default be made in the premises, the said |
| may hold and possess the aforesaid property, upon paying if the meantime, all taxes, assessments and public liens levied on said property, all which taxes mortgage debt and interest thereon, the said |
| may hold and possess the aforesaid property, upon paying i the meantime, all taxes, assessments and public liens levied on said property, all which taxes mortgage debt and interest thereon, the said |
| the meantime, all taxes, assessments and public liens levied on said property, all which taxes mortgage debt and interest thereon, the said |
| the meantime, all taxes, assessments and public liens levied on said property, all which taxes mortgage debt and interest thereon, the said |
| parties of the first part hereby covenant to pay when legally demandable. |
| parties of the first part hereby covenant to pay when legally demandable. |
| hereby covenant to pay when legally demandable. |
| |
| But in case of default being made in payment of the mortrage debt aforesaid, or of the it |
| terest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage then the entire mortgage debt intended to be hereby secured shall at once become due and payable |
| and these presents are hereby declared to be made in trust, and the said |
| parties of the second part, their |
| |
| heirs, executors, administrators and assigns, or James Alfred Avirett his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at an time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heir or assigns; which sale shall be made in manner following to-wit: By giving at least twent days' notice of the time, place, manner and terms—of sale in some newspaper published in Cum berland, Maryland, which said saie shall be at public auction for cash, and the proceeds arisin from such sale to apply first to the payment of all expenses incident to such sale, including a taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly to the payment of all moneys owing under this mortgage, whether the same shall have been the |
| matured or not; and as to the balance, to pay it over to the said. |
| parties of the first part, their heirs or assigns, an |
| in case of advertisement under the above power but no sale, one-half of the above commission |
| shall be allowed and paid by the mortgagors their representatives, heirs or assigns. |
| Hnd the said parties of the first part |
| The state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the s |
| further covenant tinsure forthwith, and pending the existence of this mortgage, to keep insured by some insurance |

| their | |
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| assigns, the improvements on the hereby mortgaged land to the amount of at least | |
| Four Thousand Five Hundred (\$4500.00) Dollars, | |
| and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, | |
| to inure to the benefit of the mortgagee 8, their heirs or assigns, to the extent | |
| of their lien or claim hereunder, and to place such policy or | |
| policies forthwith in possession of the mortgagee 8, or the mortgagee may effect said insurance | |
| and collect the premiums thereon with interest as part of the mortgage debt. | |
| Bitness, the hands and seals of said mortgagors. | |
| Attest **Wilbur Heese Mock [Seal] Angela Christina Mock [Seal] | |
| State of Maryland, | |
| Allegany County, to-wit: | |
| | |
| I hereby rertify, That on this 28th day of December, | |
| | |
| in the year nineteen hundred and Fifty Four , before me, the subscriber | |
| a Notary Public of the State of Maryland, in and for said County, personally appeared | |
| Wilbur Reese Mock and Angela Christina Mock, his wife, | |
| and acknowledged the aforegoing mortgage to be their | |
| act and deed; and at the same time before me also personally appeared | |
| Henry W. Ford, one of | |
| the within named mortgagees and made oath in due form of law, that the consideration in said | í |
| more age in true and bona fide as therein set forth. | |
| 3.5.5 | |
| WINCESS my hand and Notarial Seal the day and year aforesaid. | |
| c/* | |
| ALGRA, TO | |
| Notary Public | |
| AND THE PARTY CO. LEWIS CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LANSING CO., LA | |
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TELL'S Marge cett, ctg LIBER 309 MOE 314

FILED AND RECORDED JANUARY 6" 1955 at 9:25 A.M.

This Mortgage, Made this 3/ M day of December in the year Nineteen Hundred and Fifty-four by and between

John W. Ridenbaugh and Hazel "arie Ridenbaugh, his wife,

Allegany County, in the State of Maryland parties of the first part, and Gladys L. Brooks, Allegany County, in the State of Maryland

party of the second part, WITNESSETH:

Wibercas, the Parties of the First Part are justly and bona fidely indebted unto the Party of the Second Part in the full and just sum of Four Hundred (\$400.00) Dollars, and which said sum shall bear interest at the rate of six per cent (6%) per annum, and which said principal and interest shall become due and payable one year from the date hereof; with the right reserved unto the Parties of the First Part to prepay any or all of said principal sum and interest at any time prior to its maturity.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity there-

of, together with the interest thereon, the said___ John w. Ridenbaugh and Hazel Marie Ridenbaugh, his wife,

give, grant, bargain and sell, convey, release and confirm unto the said Gladys L. Brooks.

heirs and assigns, the following property, to-wit:

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ALL of that certain property situate near the Village of Oldtown, Allegany County, Maryland, and which land is fully described in a deed dated the 30th day of April, 1945, from Douglass D. Parker and Clara B. Parker, his wife, to John W. Ridenbaugh and Hazel Marie Ridenbaugh, his wife, and which said deed is recorded among the Land Records of Allegany County, Maryland, in Liber No. 203, folio 616; a specific reference to which said deed is hereby made for a full and complete description of the land hereby conveyed by way of mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said John w. Ridenbaugh and Hazel Marie Ridenbaugh, his wife, heirs, executors, administrators or assigns, do and shall pay to the said

Gladys L. Brooks, her

executors, administrator Sor assigns, the aforesaid sum of Four Hundred (\$400.00) Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be

performed, then this mortgage shall be void. And it is Agreed that until default be made in the premises, the said

John w. Ridenbaugh and Hazel Marie Ridenbaugh, his wife, may hold and possess the aforesaid property, upon paying in

the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

John W. Ridenbaugh and Hazel Marie Ridenbaugh, hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the in terest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage then the entire mortgage debt intended to be hereby secured shall at once become due and nevable



| and these presents are hereby declared to be made in trust, and the said |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Gladys L. Brooks, her |
| heirs, executors, administrators and assigns, or <u>tarl E. Manges</u> , his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs |
| or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in forms because Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then |
| matured or not; and as to the balance, to pay it over to the said John w. Ridenbaugh |
| and Hazel Marie Ridenhaugh, his wife, their heirs or assigns, and |
| in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns. |
| And the said John W. Ridenbaugh and Hazel Marie Ridenbaugh, his |
| wife, further covenant to |
| insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance |
| Company or companies acceptable to the mortgagee or ner |
| assigns, the improvements on the hereby mortgaged land to the amount of at least Four Hundred (\$400.00) Dollars, |
| and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, |
| to inure to the benefit of the mortgagee her heirs or assigns, to the extent |
| of her ZXZXZXZXZXZXZXZXZXZXZXZXZXZXZXZXZXZXZX |
| policies forthwith in possession of the mortgagee , or the mortgagee may effect said insurance |
| and collect the premiums thereon with interest as part of the mortgage debt |
| 444 |
| Hittiess, the handsand seasof said mortgagors: |
| Elemen Rice John W Bridenbaug (SEAL) |
| Hazel M. Ridenbaugh |
| State of Maryland, |
| Allegany County, to-wit: |
| I hereby certify. That on this 3/ day of December |
| in the year nineteen Hundred and Fifty-four , before me, the subscriber, |
| a Notary Public of the State of Maryland, in and for said County, personally appeared |
| John W. Ridenbaugh and Hazel Marie Ridenbaugh, his wife, |
| andacknowledged the aforegoing northange to be his and her respective |
| act and deed; and at the same time before me also personally appeared. Gladys L. Brooks |
| the within named mortgagee, and made oath in due form of law, that the consideration in said |
| moreage is true and bona fide as therein set for forth. |
| |
| WITNESS my hand and Notarial Seal the day and year aforesaid. |
| CA CA |
| Eleano Rice Notarre Public |

FILED AND RECORDED JANUARY 6" 1955 at 11:20 A.M.

This Antique Made this 4 th day of January

in the year Nineteen Hundred and fifty-five

, by and between

- - - - GUY MALLOW and RUTH G. MALLOW, his wife- - - --

of Allegany County, in the State of Maryland

parties of the first part, and FROSTBURG NATIONAL BANK, a national banking
corporation duly incorporated under the laws of the United States of
America, with its principal office in

Ex Frostburg, Allegany County, in the State of Maryland,

party_____of the second part, WITNESSETH:

Whereus, the said parties of the first part are justly indebted unto the said party of the second part, its successors and assigns, it the full sum of

psyable one year after date of these presents, together with interest thereon at the rate of six per centum (6%) per annum, payable quarter ly, as evidenced by the joint and several promissory note of the parties of the first part payable to the order of the party of the second part, of even date and tenor herewith, which said indebtedness together with interest as aforesaid, the said parties of the first part hereby covensnt to pay to the said party of the second part, its successors and assigns, as and when the same is due and psyable.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Mom Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said part les of the first part doherebygive, grant, bargain and sell, convey, release and confirm unto the said part y of the second part. Its successors heirs and assigns, the following property, to-wit:

FIRST PARCEL

ALL that lot, piece or parcel of ground lying and being in Allegany County, Maryland, situated in the Town of Frostburg, and known and distinguished as all of Lot No. 7 and part of Lot No. 6 of Block No. 26 of Beall's First Addition to the said Town of Frostburg, and being more particularly described as a whole as follows:

BEGINNING For the same at the intersection of the East side of Hill Street and the North side of Oak Street, and running thence with Hill Street North forty degrees East seventy-five feet, thence running across Lot No. 6 South fifty-four degrees East one hundred and sixty-eight feet to an alley, thence along said alley South forty degrees West seventy-five feet to Oak Street, thence with said Street North fifty-four degrees West one hundred and sixty-eight feet to the place of beginning.

IT being the same property which was conveyed by Myrtle Prazier and Horace W. Frazier, her husband, to the parties of the first part herein by deed dated September 22, 1941, and recorded in Liber No. 191, folio 421, among the Land Records of Allegany County, Maryland.

SECOND PARCEL

One - 1953 Studebaker Automobile Regal Champion 4-door sedan, Serial No. G1204702





Cogether with the buildings and improvements thereon, and the rights, roads, ways,

waters, privileges and appurtenances thereunto belonging or in anywise appertaining. provided, that if the said parties of the first part, theirheirs, executors, administrators or assigns, do and shall pay to the said part y of the second part, its successors EXCERCEXX, and anistrator or assigns, the aforesaid sum of ... THREE THOUSAND - - - together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants part to be performed, then this mortgage shall be void, herein on their And it is Agreed that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes. assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said part is __ of the first part hereby covenant to pay when legally demandable. But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said part y____ of the second part, its successors REFERENCE AMERICAN AND ASSISTS, or COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said part les of the first part, their heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their ____representatives, heirs or assigns. And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or 1ts assigns, the improvements on the hereby mortgaged land to the amount of at least THREE THOUSAND -------00/100 (\$3000.00) and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee , its successors assigns, to the extent of 1ts or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt. Bifttess, the hands and seals of said mortgagors . Witness: as to loth: Earl D. Wilson Stuy Mallow [Seal]

State of Maryland, Allegany County, to-wit:

Carf O. Wilson Notary Public

Compared and William I worker of First

FILED AND RECORDED JANUARY 7" 1955 at 10:00A.M.

This Marigane, made this First ---- day of January ----, in the year Nineteen Hundred and fifty five, by and between George P. Dewitt, Jr. and

Pearl S. DeWitt, his wife, -----

of Westernport, Maryland heirs, personal representatives, successors and assigns where the context so admits or requires, of Allegany County, State of Maryland, part of the first part and THE CITIZENS NATIONAL BANK OF WESTERNPORT, MARYLAND, a corporation, organized under the National Banking Laws of the United States, hereinafter called Mortgagee, which expression shall include its successors and assigns, of Allegany County, State of Maryland, party of the second part, witnesseth:





the order of The Citizens National Bank of Westernport, Maryland,

AND WHEREAS, it is agreed that the Mortgagor s shall pay in reduction of the said note, until demand is made for the payment of the full amount due thereon, the sum of at least \$50.00 each month. The said monthly payments to be applied first, to the payment of accrued interest, and

Secondly, to the payment of the principal of the mortgage indebtedness, evidenced as aforesald, and it is agreed that the remaining unpaid principal of the said note or any renewal of the same or renewal of part thereof, if not sooner demanded, shall be due and payable on the lst. day of January 1965, notwithstanding any provision in this mortgage for monthly payments thereon in the meantime, and notwithstanding no previous demands for payment thereof have been made by said Mortgagen, its successors or assigns.

NOW THEREFORE, in consideration of the premises and of the sum of one dollar in hand paid, the said Mortgagor 8 do hereby bargain and sell, release, convey and confirm unto the said Mortgagee, its successors and assigns, the following property, to wit:

All that certain lot of ground in the town of Westernport, in Allegany County, Maryland, known and designated on the plat of Hammond's Addition to Westernport as recorded in Liber No. 25 of the land records of Allegany County, Mmaryland, as lot number one hundred and twenty seven, and particularly described as beginning at the intersection of the East side of Vine Street and the South side of Johnson Street, and running thence with said Vine Street and on the East ride thereof, South 33 degrees hest 50 feet, then South 57 degrees East 130 feet, thence North 33 degrees East 50 feet to Johnson Street and with the southern side thereof, North 57 degrees West 130 feet to the beginning.

Being the same lot of ground which was conveyed unto the parties of the first part herein by deed from Margaret Mackie DeWitt and husband, dated January 10, 1936 and recorded in Liber No. 174 Folio 298 of the land records of Allegany County, Maryland

AND WHEREAS this Mortgage shall also secure advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto, and any other future advances, so far as legally permissable.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED that if the said Mortgagors—shall pay to the said Mortgagee the aforesaid debt, eviddenced by sald promissory note or any renewal of the same or of part thereof which might hereafter be executed and in the meantime shall perform all the covenants herin on theirpart to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said Mortgagor 8 may occupy the aforesald property, upon paying, in the meantime, all taxes, assessments, public dues and charges levied or to be levied thereon; all of which as also said mortgage debt and the interest thereon, the said Mortgagors hereby covenant to pay when legally demandable.

BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall at once become due and payable, and at any time thereafter either the said Mortgagee or Horace P. Whitworth, its duly constituted attorney or agent, is hereby authorized to sell the property hereby mortgaged, and to convey the same to the purchaser or purchasers thereof. Said property shall be sold for cash after giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Allegany County, Maryland, if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling.

The proceeds arising from such sale shall be applied: first, to the payment of all expenses incldent to such sale, including taxes, and a commission of eight per cent to the party making said sale; secondly, to the payment of all monies due and payable under this mortgage including interest on the mortgage debt to the date of ratification of auditor's report; and third, to pay the balance to the said Mortgagor * . In case of advertisement under the above power, but no sale, all expenses and one-half of said commissions, calculated on the amount of the secured debt, shall be paid by the Mortgagor * to the person advertising.

AND the said Mortgagor s further covenant to Insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee , the Improvements on the hereby mortgaged land to an amount of at least Four thousand

dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of loss, to inure to the benefit of the Mortgagee to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgage and to pay the premium or premiums for said insurance when due.

WITNESS the hand and seal of said Mortgagors

| Charles & Faughlin | Eorge P. Devitt, Jr. (SEAL) *********************************** |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| STATE OF MARYLAND, ALLEGANY COUNTY, TO | |
| I hereby certify that on this lat. day of | January, in the year |
| 19.55, before me, the subscriber, a Notary Publ | 10 |
| in and for said County, personally appeared, Geor | |
| DeWitt, his wife | |
| the within named Mortgagon, and acknowledged | the foregoing mortgage to be their |
| act and deed. And at the same time, before me, also | |
| Mortagee and made onth in due form of law that the cor | nk of Westernport, Maryland, the within named
naideration in said mortgage is true and bona |
| fide as therein set forth and that he is the <u>Dresident</u> to make this affidavit. | of said Mortgagee, duly authorized |
| WITNESS my hand and Notarial Seal the day a | and year last above written |
| | Clarked Lauslin |
| And the second second second second second | Notary Public |
| FILED AND RECORDED JANUAR PURCHASE HONEY CHATTEL This Martinane, Made this Pirin the year Nineteen Hundred and Fifty Four | teenth day of December |
| Randall Robertson | Contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of th |
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| ASSIGNMES FOR LAUREL STRIPPING COMPANY— | |
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| of Luserne Co | ounty, in the State of Permsylvants |
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| party of the second part for money berrows
HUNDRED AND SEVENTY FIVE BOLLARS (\$6,175,0
of the said party of the first part dated
the order of the said party of the second | 00), as evidenced by the Promissory Note |

The state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the s

UBSR 309 PAGE 321

| WHEREAS, the said party of the first part has agreed to execute a Chattel Hortgage upon the hereinafter equipment as security for the aforesaid note, upon the aforesaid terms, and the said money herein borrowed is for the purchase price of the hereinafter described equipment, and therefore this is known as a Purchase Money Chattel Mortgage. |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| How Therefore, in consideration of the premises, and of the sum of one dollar in hand |
| paid, and in order to secure the prompt payment of the said indebtedness at the maturity there- |
| of, together with the interest thereon, the said party of the first part |
| do es give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, their |
| heirs and assigns, the following property, to-wit: |
| One Koehring 1/2 yard, Model 205 Straight Front Shovel, Serial No. C-6041
One Allis Chalmers Bulldozer Hydraulage Blade, Model H.D.14,
Serial No. 1948 |
| Ome Willys Jeep, Model CJ-2A, Serial No. 78178, Motor No. 79699. with Farnsworth & Middlekauff Compressor mounted on Jeep. Miscellaneous parts. |
| Cogether with the buildings and improvements thereon, and the rights, roads, ways, |
| waters, privileges and appurtenances thereunto belonging or in anywise appertaining. |
| Drovided, that if the said party of the first parthis |
| heirs, executors, administrators or assigns, do and shall pay to the said |
| party of the second part, his |
| executor , administrator or assigns, the aforesaid sum of SIX THOUSAND ONE HUNDRED AND |
| SEVENTY FIVE DOLLARS (\$6,175.00) |
| together with the interest thereon, as and when the same shall become due and payable, and in |
| the meantime do and shall perform all the covenants herein on his part to be |
| performed, then this mortgage shall be void. End it is Egreed that until default be made in the premises, the said |
| party of the first part |
| |
| the meantime, all taxes, assessments and public liens levied on said property, all which taxes, |
| mortgage debt and Interest thereon, the said party of the first part |
| hereby covenant to pay when legally demandable. |
| But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, |
| and these presents are hereby declared to be made in trust, and the said party of the second |
| part, his |
| heirs, executors, administrators and assigns, or Horace P. Whitworth Jr. ——————————————————————————————————— |
| or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then |
| matured or not; and as to the balance, to pay it over to the said party of the first part , |
| his heirs or assigns, and |
| in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor his representatives, helrs or assigns. |
| Hind the said party of the first part |
| further covenant to |
| insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance |

| | Company or companies acceptable to the mortgages or his assigns, the improvements on the hereby mortgaged land to the amount of at least | |
|------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|
| 3.40 | SIX THOUSAND ONE HUNDRED AND SEVENTY FIVE | |
| | and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, | 35 |
| | to inure to the benefit of the mortgagee , his heirs or assigns, to the extent | |
| | of his lien or claim hereunder, and to place such policy or | |
| | policies forthwith in possession of the mortgagee , or the mortgagee may effect said insurance | |
| | and collect the premiums thereon with interest as part of the mortgage debt | à |
| | Mitness, the hand and seai of said mortgagor | |
| | Attest: | |
| | Home G. Whitmouth Jr. Somball Robertson [SEAL] | |
| Т | STATE OF PENNSYLVANIA, COUNTY OF LUZERNE, TO WIT: | |
| | I hereby certify that on this 3/- Tday of December, 1954, before me | |
| | a Notary Public of the State andCounty aforesaid, personally appeared John Schultz, Partner, doing business as Schultz's Assignees for the Laurel Stripping | |
| | Company, and made oath in due form of law that the consideration in the said mortgage is true and bona fide as therein set forth. | |
| | IN TESTIMONY WHEREOF, I have hereunto set my hand | |
| | Notarial seal the day and year first above written | |
| | My Commission Expires September 30, 1957 Notary Public Seas | |
| | My Commission Expires | |
| | State of Maryland, | |
| | Allegany County, to-mit: | |
| | | |
| | I hereby certify, That on this 21th day of December | |
| | in the year nineteen Hundred and Fifty Four , before me, the subscriber, | |
| | a Notary Public of the State of Maryland, in and for said County, personally appeared | |
| | Randall Rebertsen | |
| | The second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of th | |
| | and has acknowledged the aforegoing mortgage to be his voluntary | |
| | act and deed; and the second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second s | |
| | The state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the s | 0 |
| | WITNESS my hand and Notarial Seal the day and year aforesaid. | 7 |
| | AND PROPERTY OF STREET | 1 N |
| | Pichard Swhite Notary Paris A | 0.15 |
| - | Avenue & Belliment | - |

FILED AND RECORDED JANUARY 11" 1955 at 8:30 A.M.

THIS RELEASE of VENDORS LIEN, Made this Fourth day of January, in the year Mineteen hundred and fifty-five, by and between ADEN CAMPBELL, (widower), party of the first part, and CLARENCE R. FAZENBAKER and MARY V. FAZENBAKER, his wife, parties of the second part:

WHEREAS the said Aden Campbell is the owner and holder of a Vendors Lien reserved in a Deed made by Aden Campbell and wife to the said Clarence R. Fazenbaker and Mary V. Fazenbaker, his wife, dated on the 25th day of November, 1947, and recorded amghg the Land Records of Allegany County, Maryland, in Liber No. 218, folio 584; and

WHEREAS the said Clarence E. Fazenbaker and Mary V. Fazenbaker, his wife, having fully paid and satisfied said Vendors Lien, are entitled to have the property thereby affected released from the operation and effect thereof:

NOW, THEREFORE, THIS RELEASE WITNESSETH That in consideration of the premises and of the sum of One dollar, the receipt of which is hereby acknowledged, the said Aden Campbell doth hereby release the said Vendors Lien reserved in that certain Deed made by the said Aden Campbell and Madelyn Campbell, his wife, to the said Clarence R. Fazenbaker and Mary V. Fazenbaker, his wife, dated November 25th, 1947, and recorded among the Land Records of said Allegany County, Maryland, in Liber No. 218, folio 584.

WITNESS my hand and seal the day and year first above written.

Attest: Je Burail Maylung of Gen Comptell

STATE OF WEST VIRGINIA, MINERAL COUNTY, TO WIT:

I hereby certify that on this 7th day of January, 1955, before me, the subscriber, a Notary Public of the State of West Virginia, in and for Mineral County aforesaid, personally appeared Aden Campbell, (widower), and did acknowledge the aforegoing Release to be his voluntary act and deed.

IN WITNESS WHEREOF I have hereunto subscribed my name and affixed my Notarial Seal the day and year in this certificate

My commission expires

Tellinary 7th 1961

FILED AND RECORDED JANUARY 8" 1955 at 10:30 A.M.

THIS BILL OF SALE, Made this 21stday of December, 1954, by and between THOMAS H. BLASH, now residing in West Palm Beach, Palm Beach County, Florida, party of the first part, and PAUL C. OWENS, of Cumberland, Allegany County, Maryland, party of the second part.

WHEREAS, the parties hereto formerly operated that business known as the Super ho Drive-in Theatre as a partnership, and the interest of the said party of the first part was purchased by the party of the second part and said partnership terminated on July 28, 1954.

NOW, THEREFORE, THIS BILL OF SALE WITNESSETH:

That for and in consideration of the sum of Pifteen (\$15,000.00) hereby paid unto the party of the first part by the party of the second part, the receipt whereof is hereby acknowledged, the party of the first part does hereby grant, assign, set over and transfer unto the party of the second part, his personal representatives and assigns, all his right title and interest in and to the following personal property:

Marque and letters

TICKET BOOTH

- Bleotric Heater
- Cash Box
- Stool
 - Electric clock

FIELD

- Screen Tower 40' x 50'
 RCA In-car Speakers
 RCA Junction Boxes with Speaker Baskets
 Dimitéo Ramp Markers
 Exit (Dimiteo) Harkers

- Heon Entrance Sign Sliding Boards

- 10 ft. swings child swings Folding Lawn Chairs

LADIES LOUNGE

- Rattan Settes
- Rattan Chairs Rattan Table
- Table Lamp

- Waste Can
- Commode Urinels
- Sink
- Towel Dispenser Set Steel Partitions

BER 309 PAGE 325 Sets Steel Partitions Towel Dispensers Sinks 2 Napkin Disposal Cans Waste Cans OFFICE Desk Filing Cabinet Check Writer Adding Machine Desk Chair Exhaust Fan Desk Lamp Metal Cash Boxes Paper Punch Stapler Desk Pen PROJECTION ROOM Projectors Model BX-62 Serial Nos. 4330 and 4881 Rectifiers Model 70- D2, Serial Nos. 3617 and 3655 Change-overs w/foot switches, Model B-11 Serial Nos. 2949 and 2922 Upper Magazines Model B-X 21 Lower Magazines Model B-X 22 Bases - Model B-X-6 Enarc Lamps w/hi-speed reflectors Model N100
Serial Nos. 28474 and 28473
Parts Cabinet Mode MI-9760A 9760A
F-20 Lens Serial Nos. 147104 and 147062 2 45 RPM Record Player 3 Speed Webster record player Microphone & Stand Model 611, Electric Voice Ser. B239 Golde Automatic rewind Model DH-Deluxe Ser. 3651 1 Goldburg Aluminum Reels No. 3 Numade Hand rewind Neutype 12 Section fim. cabinet Film table Model T-102 ī Film Splicer Model R-2 Neumade Film Applicator Model AS-2 Que marker Wilbur Fire extinguishers 1 qt. H-393964 and H-29704 Booth stool Scrap Can Sound heads Model MI 930A Ser. 7095 and 7097 Model 9405-C Monitor Speaker Ser. C2155 Power Amplifiers Model 9358-A Ser. C1694 and C1256 Amplifiers Cabinet Model MI 9378A 1 70 Watt Amplifier Model M1-12188-A Ser. 6998 70 Watt Amplifiers w/cabinet Model M1-12234 Ser. C-1095 and C-1153 Projection Room cont'd Volume Control Model M1-9726B Ser. 1479 1 Exciter transformer Model M1-9180 Ser. K-183448-3 Record player table Stack exhaust fan Ser. 1706022B Monitor Amplifier Model M-1-9228 Ser. C1016 General electric transformer Catalog No. 76G164 S - W-F 1 STORAGE ROOM Rotary Lawn Hower Lawn Boy Mower 1 1 Garbage Can 1/4" Electric Drill w/attachments Work Bench Chromolex 1500 Watt Electric Heaters Odd Lot of 2' x 8' Corrugated Aluminum Sheets Odd Lot of Tools, Mails, Paint, etc. SNACK BAR 30 Gal. Electric Hot Water Heater Electric Hot Plate Manley Stadium Popcern Machine Model 50-88ME Ser. Buckingham Beverage Dispenser Model 1004 Ser. 3059

Roller Grill Model A Ser. A766

3 drawer Toastmaster Foodwarner Model 3DL Ser. 18236

2 drawer Toastmaster Foodwarner Model 2DS Ser. 16885

Westinghouse (Coea-Cola) Cooler Model WD20 Style Y-3960

Ser. 09539112

National Cash Register 1st to \$2.00 MES4051125 122(4)

National Cash Register 4636698 122(4)

Dripolator Coffee Urn

Cream Dispenser

TO HAVE AND TO HOLD the aforegoing personal property unto the party of the second part, his personal representatives and assigns, for his own use absolutely.

WITNESS the Hand and Seal of the party of the first part.

WITHESS:

NE

alind Lelin

Thomas Halles (SEAL)

STATE OF FLORIDA

COUNTY OF PALM BEACH, TO WIT:

I HEREBY CERTIFY, That on this 7/ day of December, 1954, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Thomas H. Blash and acknowledged the aforegoing Bill of Sale to be his act and deed.

WITNESS my hand and Notarial Seal.

OMMISSION EXPIRES:

Notary Public, State of Florida at Large My Commission expires May 4, 1955 Bonded by American Surety Co. of N. Y.

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LIBER 309 PAGE 327

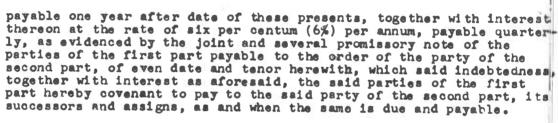
Pitger Freeding Ild

FILED AND RECURDED JANUARY 8" 1955 at 9:25 A.M.

| This Morinage, Made this 4 th day of | January |
|--------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|
| in the year Nineteen Hundred and fifty-five | by and between |
| VITTO SGAGGERO and JUANITA SGAGGERO, | dis wife |
| | |
| of Allegany County, in the State of Me | ryland |
| parties of the first part, and FROSTBURG NATIONAL BAN
corporation duly incorporated under the laws of
of America, having its principal office in | K, a nstional banking the United States |
| | |
| RK Frostburg, Allegany County, in the State of Ma | ryland |
| partyof the second part, WITNESSETH: | |
| | |



Whereas, the said parties of the first part are justly indebted unto the said party of the second part, its successors and assigns, in the full sum of



AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said part of the first part do give, grant, bargain and sell, convey, release and confirm unto the said part y of the second part. Its successors and assigns, the following property, to-wit:

ALL that piece or parcel of ground situated in the Village of Grahamtown, near Frostburg, Allegany County, Maryland, it being composed of a part of Lot No. 10 and a part of Lot No. 11 of the series of lots laid off by C. M. Graham & Co. as shown upon a plat of the same filed January 2, 1889, in Liber No. 32, folio 705 of the Land Records of Allegany County, Maryland, and more particularly described as follows: (Magnetic courses as of date of original subdivision and horizontal distances being used throughout).

BEGINNING for the same at a stake standing on the westerly side of Wright Street at the end of thirty-four and five-tenths feet on the first line of Lot No. 10 and running thence with Wright Street and the remainder of said first line of Lot No. 10 and part of the first line of Lot No. 11, North thirty-two degrees East fifty-five feet to a stake; thence lengthwise through the whole of Lot No. 11, North fifty-eight degrees west one hundred sixty feet to the easterly side of an alley which lies between and parallel to Wright and Armstrong Streets, said point also being at the end of thirty and five-tenths feet on the third line of Lot No. 11, thence with said alley and the remainder of said third line and part of the third line of Lot No. 10 South thirty-two degrees West fifty-five feet; thence lengthwise through the whole of Lot No. 10 South fifty-eight degrees East one hundred sixty feet to the beginning, containing .202 of an acre, more or less.

IT being the same property which was conveyed by Francisco Sgagger and wife to Vitto Sgaggero and Philomena Sgaggero, his wife, by deed dated July 24, 1947, and recorded in Deeds Liber No. 216, folio 330, among the Land Records of Allegany County, Maryland; the said Vitto Staggero was divorced from Philomena Sgaggero in that proceeding known

as No. 23577 Equity in the Circuit Court for Allegany County, Maryland; the undivided interest of Philomena Sgaggero in the above property was conveyed to Vitto Sgaggero by deed dated November 26, 1954, and recorded in Liber No. 264, folio 121 of the aforesaid Land Records.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Froutded, that if the said parties of the first part, the ir heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors ecompter x x x desirates or assigns, the aforesaid sum of_ together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants their part to be performed, then this mortgage shall be vold. And it is Agreed that until default be made in the premises, the said pardes of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens ievied on said property, all which taxes, mortgage debt and interest thereon, the said partias of the first part hereby covenant to pay when legally demandable. But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party. butter percenturery schululation and assigns, or of the second part . Its successors COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in By giving at least twenty days' notice of the time, place, manner manner following to-wit: and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over helrs, or assigns, and in case of to the said parties of the first part, their advertisement under the above power but no sale, one-half of the above commission shall be allowed representatives, heirs or assigns. and paid by the mortgagor a, their And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or 1ts assigns, the improvements on the hereby mortgaged land to and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee , its successors assigns, to the extent of its or their _llen or claim hereunder, and to place such policy or policies forthwith in possession of the mortgages or the mortgages may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt. THITTES, the hands and seals of said mortgagors. Witness: do to both:

THE RESERVED TO

Earl P. Wilson

3 harren crattig nat a men

State of Maryland, Allegany County, to-wit:

| I hereby rertify, That on this 4 th day of January |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| in the year nineteen hundred and fifty-five , before me, the subscriber |
| a Notary Public of the State of Maryland, in and for said County, personally appeared |
| VITTO SGAGGERO and JUANITA SGAGGERO, his wifs |
| and each acknowledged the aforegoing mortgage to be their respective |
| act and deed; and at the same time before me also personally appeared F. Earl Kreitzburg, Cashier of the Frostburg National Bank |
| the within named mortgagee and made oath in due form of law, that the consideration in said |
| mortgage is true and bona fide as therein set forth, and the said F. Earl Kreitzburg Turther, made oath that he is the Cashier and agent of the within hamed mortgages and duly authorized by it to make this affidavit. |
| Williams my hand and Notarial Seal the day and year aforesaid. |
| Earl O. Wilson |
| Notama Dublic |

FILED AND RECORDED JANUARY 8" 1955 at 10:30 A.K.

THIS/MORTGAGE OF REAL AND PERSONAL PROPERTY, Made this

The day of Califford 1955, by and between PAUL C. OWENS,
divorced, hereinafter called Nortgagor, which expression shall
include his heirs, personal representatives and assigns where the
context so admits or requires, of Allegany County, State of
Maryland, party of the first part, and CUMBERLAND SAVINGS BANK
OF CUMBERLAND, MARYLAND, a corporation, and THE LIBERTY TRUST
COMPANY OF CUMBERLAND, MARYLAND, a corporation, hereinafter
called Mortgagees, which expression shall include their successors
and assigns, where the context so requires or admits, of Allegany
County, State of Maryland, parties of the second part, WITNESSETH:

WHEREAS the said Hortgagor stands indebted unto Cumberland Savings Bank of Cumberland, Maryland, in the full and just sum of PIPTKEN THOUSAND DOLLARS (\$15,000.00), and The Liberty Trust Company of Cumberland, Maryland, in the full and just sum of TEN THOUSAND DOLLARS (\$10,000.00), comprising a total indebtedness of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00), payable one year after date, with interest at the rate of six per centum (6%) per annum, payable monthly, the first of said monthly payments of interest to be made one month from the date of these presents, and each month thereafter until this mortgage indebtedness has been paid in full. It is understood and agreed by and between the parties hereto that the party of the first part shall amortize the within mortgage in payments on principal of not less than Eight Aundred Dollars (\$800.00) per month, plus interest as aforesaid, which said monthly payments shall be made on or before the 15th day of each of the months of June, July, August, September, October and November of each year, the first of said payments on principal to be made on or before the 15th day of June, 1985, and in each of the designated months thereafter on the 15th day of each of the said months, from year to year, until the full mortgage indebtedness, together with the interest thereon, shall have been paid in full. Cumberland Savings Bank of Cumberland, Maryland, and The Liberty Trust Company of Cumberland, Maryland, shall each participate in this mortgage in accordance with their respective interests therein, i.e. Cumberland Savings Bank shall be entitled to receive three-fifths of the interest and principal payments when the same are made, and The Liberty Trust Company of Cumberland, Maryland, shall be entitled to receive two-fifths of the interest rincipal payments when the same are made, all as evidenced by two (2) promissory notes, one payable to Cumberland Savinge



Bank of Cumberland, Maryland, for the amount of \$15,000.00, and the other payable to The Liberty Trust Company of Cumberland, Maryland, for \$10,000.00, both with interest as above set forth.

NOW, THEREFORE, this deed of mortgage witnesseth that, in consideration of the premises and the sum of One Dollar, in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Paul C. Owens does hereby give, grant, bargain and sell, release, convey and confirm unto the said Mortgagees the following property, to wit:

REAL ESTATE

FIRST: All that piece, parcel or lot of ground situate, lying and being in Election District No. 29 in Allegany County, Maryland, and being known and designated as the Westerly one-half of Lot No. 12, Lots Nos. 13, 14, 15, 16 and the Easterly one-half of Lot No. 17 of "Mountain View Addition, Lavale, Cumberland, Md.," as shown on an unrecorded plat thereof, said parcel of land being more particularly described as follows, to wit:

BEGINNING for the said parcel of land at a stake situate 66 degrees 45 minutes West 930 feet, South 69 degrees 17 minutes West 70 feet, South 71 degrees 04 minutes West 100 feet, South 75 degrees 30 minutes West 50 feet from the intersection of Camp Ground Road and the National Pike (U. S. Route No. 40) and which said point is also at the end of the third and the beginning of the 4th line of a certain deed from George E. Baughman, et ux, unto Harold L. Price and Merle J. Kline, dated the 18th day of February, 1949, and which said deed is recorded in Liber No. 224, folio 367, one of the Land Records of Allegany County, Maryland, a specific reference to which said deed is hereby made for a fuller and more particular description of said point of beginning and running thence with the said third line of the said Baughman to Kline deed reversed, South 16 degrees 45 minutes East approximately 186.63 feet to a stake, South 75 degrees 30 minutes West 28.15 feet; South 80 degrees 22 minutes West 100 feet; South 82 degrees 53 minutes West 100 feet, South 83 degrees 09 minutes West 309 feet to a stake; thence constructing a new division line over and across Lot No. 17, in said Mountain View Addition, North 5 degrees 24 minutes West approximately 187.57 feet to a stake standing on the southerly side of the National Highway (U. S. Route No. 40), and running thence with the southerly side

FILED AND RECORDED JANUARY 8" 1955 at 10:30 A.M.

THIS MORTGAGE OF REAL AND PERSONAL PROPERTY, Made this

The day of Called Nortgagor, which expression shall include his heirs, personal representatives and assigns where the context so admits or requires, of Allegany County, State of Maryland, party of the first part, and CUMBERLAND SAVINGS BANK OF CUMBERLAND, MARYLAND, a corporation, and THE LIBERTY TRUST COMPANY OF CUMBERLAND, MARYLAND, a corporation, hereinafter called Mortgagees, which expression shall include their successors and assigns, where the context so requires or admits, of Allegany County, State of Maryland, parties of the second part, WITNESSETH:

WHEREAS the said Mortgagor stands indebted unto Cumberland Savings Bank of Cumberland, Maryland, in the full and just sum of PIFTERN THOUSAND DOLLARS (\$15,000.00), and The Liberty Trust Company of Cumberland, Maryland, in the full and just sum of TEN THOUSAND DOLLARS (\$10,000.00), comprising a total indebtedness of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00), payable one year after date, with interest at the rate of six per centum (6%) per annum, payable monthly, the first of said monthly payments of interest to be made one month from the date of these presents, and each month thereafter until this mortgage indebtedness has been paid in full. It is understood and agreed by and between the parties hereto that the party of the first part shall amortize the within mortgage in payments on principal of not less than Eight Hundred Dollars (\$800.00) per month, plus interest as aforesaid, which said monthly payments shall be made on or before the 15th day of each of the months of June, July, August, September, October and November of each year, the first of said payments on principal to be made on or before the 15th day of June, 1955, and in each of the designated months thereafter on the 15th day of each of the said months, from year to year, until the full mortgage indebtedness, together with the interest thereon, shall have been paid in full. Cumberland Savings Bank of Cumberland, Maryland, and The Liberty Trust Company of Cumberland, Maryland, shall each participate in this mortgage in accordance with their respective interests therein, i.e. Cumberland Savings Bank shall be entitled to receive three-fifths of the interest and principal payments when the same are made, and The Liberty Trust Company of Cumberland, Maryland, shall be entitled to receive two-fifths of the interest rincipal payments when the same are made, all as evidenced by two (2) promissory notes, one payable to Cumberland Savings



Bank of Cumberland, Maryland, for the amount of \$15,000.00, and the other payable to The Liberty Trust Company of Cumberland, Maryland, for \$10,000.00, both with interest as above set forth.

NOW, THEREFORE, this deed of mortgage witnesseth that, in consideration of the premises and the sum of One Dollar, in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Paul C. Owens does hereby give, grant, bargain and sell, release, convey and confirm unto the said Mortgagees the following property, to wit:

REAL ESTATE

FIRST: All that piece, parcel or lot of ground situate, lying and being in Election District No. 29 in Allegany County, Maryland, and being known and designated as the Westerly one-half of Lot No. 12, Lots Nos. 13, 14, 15, 16 and the Easterly one-half of Lot No. 17 of "Mountain View Addition, Lavale, Cumberland, Md.," as shown on an unrecorded plat thereof, said parcel of land being more particularly described as follows, to wit:

BEGINNING for the said parcel of land at a stake situate 66 degrees 45 minutes West 930 feet, South 69 degrees 17 minutes West 70 feet, South 71 degrees 04 minutes West 100 feet, South 75 degrees 30 minutes West 50 feet from the intersection of Camp Ground Road and the National Pike (U. S. Route No. 40) and which said point is also at the end of the third and the beginning of the 4th line of a certain deed from George E. Baughman, et ux, unto Harold L. Price and Merle J. Kline, dated the 18th day of February, 1949, and which said deed is recorded in Liber No. 224, folio 367, one of the Land Records of Allegany County, Maryland, a specific reference to which said deed is hereby made for a fuller and more particular description of said point of beginning and running thence with the said third line of the said Baughman to Kline deed reversed, South 16 degrees 45 minutes East approximately 186.63 feet to a stake, South 75 degrees 30 minutes West 28.15 feet; South 80 degrees 22 minutes West 100 feet; South 82 degrees 53 minutes West 100 feet, South 83 degrees 09 minutes West 309 feet to a stake; thence constructing a new division line over and across Lot No. 17, in said Mountain View Addition, North 5 degrees 24 minutes West approximately 187.57 feet to a stake standing on the southerly side of the National Highway (U. S. Route No. 40), and running thence with the coutherly eide

of said National Highway, North 84 degrees 36 minutes East 250 feet, North 82 degrees 53 minutes East 100 feet, North 80 degrees 22 minutes East 100 feet; North 75 degrees 30 minutes East 50 feet to the place of beginning.

It being the same property which was conveyed to Paul C. Owens and Thomas H. Blash by George E. Baughman, et ux, by deed dated the 20th day of October, 1949, and recorded in Liber 227, folio 9, one of the Land Records of Allegany County, Maryland,

EXCEPTING, HOWEVER, from the above described property all that part thereof which was conveyed by Faul C. Owens, et al, to Merle J. Kline, et al, by deed dated June 2nd, 1950, and recorded in Liber 229, folio 491, among the Land Records of Allegany County, which said property so excepted is described as follows:

All of the following parcel of land located on the Southerly side of the National Pike about 5 miles West of the City of Cumberland, and which is more particularly described as follows, to wit:

BEGINNING at the end of the 10th line of the deed from George E. Baughman, et ux, to Paul C. Owens and Thomas H. Blash, dated the 20th day of October, 1949, and recorded in Liber 227, folio 9, one of the Land Records of Allegany County, Maryland, and running thence with a part of said tenth line reversed South 75 degrees 30 minutes West 35 feet; thence in a line crossing the whole lot South 31 degrees 08 minutes East 141.56 feet to a point on the first line of the aforesaid Baughman deed; thence with a part of said first line reversed North 16 degrees 45 minutes West 136.63 feet to the beginning.

SECOND: All that tract or parcel of ground situated in LaVale, about 5 miles West of Cumberland, in Allegany County, Maryland, and more particularly described as follows, to wit:

BEGINNING for the same at an iron pin standing at 190 feet on the second line of the first parcel of ground conveyed by Charle's Longerbeam to Richard B. Young, et al, by deed dated the 1st day of May, 1940, and recorded in Liber No. 187, folio 83, one of the Land Records of Allegany County, and running thence (Magnetic bearings as of September, 1945, and with horizontal measurements) North 84 degrees and 36 minutes East 51-8/10 feet to an iron stake standing at the end of the second line of Lot



No. 19 of George E. Baughman's Mountain View Addition, thence th the 3rd lines of Lots Nos. 19 and 18, North 84 degrees and 36 minutes East 241-65/100 feet, thence with the third lines of Lots Nos. 17, 16, 15 and 14 of the said Mountain View Addition, North 83 degrees and 9 minutes East 359-35/100 feet, thence continuing with the Southerly lines of Lots Nos. 14, 13, 12, 11 and 10, North 82 degrees and 53 minutes East 100 feet, North 80 degrees and 22 minutes East 100 feet, North 75 degrees and 30 minutes East 100 feet, North 71 degrees and 4 minutes East 100 feet, North 69 degrees and 17 minutes East 100 feet to the East side of a 30 foot street leading from the National Highway through the aforementioned Mountain View Addition, now used as a water drain, thence with the 3rd line of Lot No. 9 and part of the 3rd line of Lot No. 8 of the said Addition North 66 degrees and 25 minutes East 115 feet, more or less, to the west side of Braddook Street as shown on Section "A" of the Peoples Park Addition, duly recorded among the Land Records of Allegany County, thence with the West side of the said Braddook Street South 18 degrees and 35 minutes East 370 feet, thence South 2 degrees and 25 minutes West 175 feet, more or less, to the center line of Braddook's Run, thence with the center line of the said Run, in a Westerly direction, about 1360 feet to the end of the aforementioned second line of the Young parcel of ground, Liber 187, folio 83, thence with the 2nd line of the said Young parcel of ground reversed North 5 degrees and 10 minutes East 370 feet to the beginning. Containing 10 acres more or less.

It being the same property which was conveyed to Paul C. Owens and Thomas H. Blash, by George L. Longerbeam (unmarried) et al, by deed dated the 22nd day of October, 1949, and recorded in Liber 227, folio 10, one of the Land Records of Allegany County, Maryland.

THIRD: All the following parcel of real estate located on the Southerly side of the National Pike about 5 miles West of Cumberland and which is more particularly described as follows:

BEGINNING for the same at the end of the first line as set forth in a deed from George E. Baughman, et ux, to Harold L. Price and Merle J. Kline, dated February 18, 1949, and recorded in Liber 224, folio 367, one of the Land Records of Allegany County, Maryland, and running thence with the second line of said deed South 75 degrees 30 minutes west 50 feet, thence with a part

of the third line of said deed, North 16 degrees 45 minutes West 50 feet, thence in a line crossing the whole Lot North 75 degrees 30 minutes East 50 feet to a point on the first line of the aforesaid Baughman deed; thence with a part of said first line South 16 degrees 45 minutes East 50 feet to the beginning.

It being the same property which was conveyed unto the said Paul C. Owens, et al, by Harold L. Price, et ux, et al, by deed dated June 15, 1950, and recorded in Liber 229, folio 490, one of the Land Records of Allegany County, Maryland.

FOURTH: All of the rights, privileges and easements conveyed to Paul C. Owens, et al, by Harold L. Price, et ux, et al, by deed of easement dated June 15, 1950, and recorded in Liber 229, folio 492, one of the Land Records of Allegany County, Maryland, to which said deed specific reference is hereby made for a more particular recital of said rights, privileges and easements.

FIFTH: All those pieces, parcels or lots of ground situate, lying and being in Election District No. 29 in Allegany County, Maryland, and being known and designated as the Westerly one-half of Lot No. 17 and Lot 18 and 19 of "Mountain View Addition to LaVale, Cumberland, Md.," as shown on an unrecorded plat thereof, said parcel of land hereby more particularly described as follows:

BEGINNING for the same at a stake standing on the Southerly side of the National Highway, which is known as Maryland U. S. Route No. 40, at the end of the sixth line in a deed from George E. Baughman, et ux, to Thomas H. Blash, et al, dated October 20, 1949, and recorded in Deed Liber 227, folio 9, among the Land Records of Allegany County, Maryland, and running thence with the said side of said Highway South 84 degrees 36 minutes West 260.45 feet to a stake; thence South 3 degrees 55 minutes West 192.25 feet to a stake; thence North 84 degrees 36 minutes East 241.65 feet to a stake, thence North 83 degrees 9 minutes East 50 feet to a stake standing at the beginning of the aforementioned sixth line in the deed from Baughman to Blash dated and recorded as aforesaid; thence with the said sixth line North 5 degrees 24 minutes West 187.27 feet, more or less, to a stake standing at the point of beginning.

C. Owens, et al, by deed from George E. Baughman, et ux, dated



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October 8, 1951, and recorded in Liber 235, folio 632, one of the Land Records of Allegany County, Maryland.

SIXTH: All that lot, piece or parcel of land lying and being in Allegany County, Maryland, situated on the South side of the National Pike, U. S. Route No. 40, about 5 miles West of the City of Cumberland, and more particularly described as follows:

BEGINNING for the same at a locust stake standing on the South side of the National Pike (U. S. Route No. 40) said locust stake stands at the end of the first line of the adjoining parcel of ground conveyed by Charles Longerbeam to Richard B. Young, et al, by deed dated the 1st day of May, 1949, and recorded in Liber No. 187, folio 83, one of the Land Records of Allegany County, and running thence with part of the second line of the said Young property and leaving the said National Pike, South 5 degrees and no minutes West about 190 feet to an iron stake standing at the beginning of the parcel of ground conveyed by George Longerbeam, et al, to the said Paul C. Owens, et al, by deed dated the 22nd day of October, 1949, and recorded in Liber No. 227, folio 10, one of the Land Records of Allegany County, and running with the first line of the said property of the said Paul 3. Owens, et al, North 84 degrees 36 minutes East 31.8 feet to an iron stake standing at the end of the second line of Lot No. 19 of George E. baughman's Mountain View Addition, thence reversing the said second line of Lot No. 19, North 3 degrees 55 minutes East 192.25 feet to a stake standing on the South side of the National Pike (U. S. Route No. 40) thence with the said South side of the National Pike and with the first line of Lot No. 19 extended, South 84 degrees 36 minutes West about 31.8 feet to the place of beginning. Containing 13/100 of an acre more or less. Magnetic bearings as of this described parcel of ground are as of the deeds referred to.

It being the same property which was conveyed to Paul C. Owens, et al, by two deeds, the first from George E. Baughman, et ux, dated May 28, 1952, and recorded in Liber 241, folio 248, one of the Land Records of Allegany County, Maryland, and the second from The Market Buildings, Inc., dated April 30, 1952, and recorded in Liber 240, folio 447, one of the Land Records of Allegany County, Maryland.

The aforegoing FIRST, SECOND, THIRD, FOURTH, FIFTH and SIXTH parcels hereinbefore described and conveyed are also the same properties in and to which the outstanding one undivided

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one-half interest of Thomas H. Blash and Martha Blash, his wife, was conveyed to Paul C. Owens by deed dated the _____ day of , 1954, and intended to be recorded among the Land Records of Allegany County, Maryland, immediately prior to the recording of this mortgage.

PERSONAL PROPERTY

All of the following articles of personal property, located at the Super-40 Drive In Theatre, located on the South side of the National Highway (U. S. Route 40) about five miles west of the City of Cumberland, Allegany County, Maryland, and described by location on said property as follows:

1 Marque and letters

Ticket Booth

- l Electric Heater
- 1 Cash Box
- 1 Stool
- l Electric Clock

Field

- 1 Screen Tower 40' X 50'
- 710 RCA In-car Speakers
 355 RCA Junction Boxes with Speaker Baskets
- 30 Dimitco Ramp Markers
- 10 Exit (Dimitco) Markers
- 1 Neon Entrance Sign
- 2 Sliding Boards
- 8 10 ft. swings
- 6 child swings
- 4 Folding Lawn Chairs

Ladias Lounge

- 1 Rattan Sattae
- 2 Rattan Chairs
- l Rattan Tabla 1 Table Lamp

Man's Room

- 1 Wasta Can
- 1 Commoda
- 3 Urinals 1 Sink
- 1 Towel Dispenser
- 1 Sat Steal Partitions

Ladies' Room

- 3 Commodes 3 Sets Steel Partitions
- 2 Towal Dispensers
- 2 Sinks
- 2 Napkin Disposal Cans
- 2 Waste Cans

OFFICE

- Desk
- Filing Cabinet Check Writer
- Adding Machine Desk Chair
- Exhaust Fan
- Desk Lamp
- Metal Cash Boxes
- Paper Punch

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Stapler Desk Pen

PROJECTION ROOM

- Projectors Nodel BX-62 Serial Nos. 4330 and 4881
 Rectifiers Model 70-D2, Serial Nos. 3617 and 3655
 Change-overs w/foot switches, Model B-11
 Serial Nos. 2949 and 2922
- Upper Magazines Model B-X 21
- Lower Magazines Model B-X 22
- Bases Model B-X-6
 Enarc Lamps w/hi-speed reflectors Model N100
 Serial Nos. 26474 and 28473
 Parts Cabinet Mode MI-9760A
- F-20 Lens Serial Nos. 147104 and 147062
- 45 rpm Record Player 3 Speed Webster Record Player
- Microphone & Stand Model oll, Electric Voice Ser. B239 Golde Automatic rewind Model DH-Deluxe Ser. 3651
- Goldburg Aluminum Reels
- No. 3 Numade Hand rewind Neutype 12 Section fim. cabinet
- Film table Model T-102 Film Splicer Model R-2
- Neumade Film Applicator Model AS-2
- Que marker Wilbur Fire Extinguishers 1 qt. H-393964 and H-29704
- Booth stool

- Scrap Can
 Sound heads Model MI 930A Ser. 7095 and 7097
 Model 9405-C Monitor Speaker Ser. C2155 Fower Amplifiers Model 9358-A Ser. C1694 and C1256
- Amplifiers Cabinet Model MI 9378A 70 Watt Amplifier Model MI-12188-A Ser. 6998
- 70 Wett Amplifiers w/cabinet Model M1-12234
- Ser. C-1095 and C-1153
- Volume Control Model M1-9726B Ser. 1479 Exciter transformer Model M1-9180 Ser. K-133448-3
- Record player table Stack exhaust fan Ser. 1706022B
- Monitor Amplifier Model M-1-9228 Ser. C1016

STORAGE ROOM

- 1 Rotary Lawn Mower 1 Lawn Boy Mower
- Garbage Can
- 1/4" Electric Drill w/attachments
- Work Bench
- Chromolow 1500 Watt Electric Heaters
 Odd Lot of 2' x 8' Corrugated Aluminum Sheets
 Odd Lot of Tools, Nails, Paint, etc.

SNACK BAR

- 30 Gal. Electric Hot Water Heater
- Electric Hot Plate
- Manley Stadium Popcorn Machine Model 50-SSMe Ser. 9932 Buckingham Beverage Dispenser Model 100A Ser. 3059
- Roller Grill Model A Ser. A788
- 3 drawer Toastmaster Foodwarmer Model 3DL Ser. 18236 2 drawer Toastmaster Foodwarmer Model 2DS Ser. 16885
- Weatinghouse (Coca-Cola) Cooler Model WD20 Style Y-3960 Ser. 09539112
- National Cash Register 1d to \$2.00 ME54051125 122(4) National Cash Register 4636698 122(4)
- Dripolator Coffee Urn
- Cream Dispenser

IT BEING the same property described and conveyed in

- a certain Bill of Sale dated December _____, 1954, from THOMAS
- H. BLASH to PAUL C. OWENS.

ASSIGNMENT OF LIFE INSURANCE

This obligation is also secured by the assignment of a certain life insurance policy on the life of Paul C. Owena

in the emount of \$25,000.00, the same being Policy No.3 457 866 with the Penn Mutual Life Insurance Company.

Said assignment covers present or future surrender value of seid policy.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland pessed at the January session in the year 1945 or any supplement thereto.

TO CETHER with the buildings and improvements thereon, and the rights, roads, weys, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said Peul C. Owens, his heirs, executors, administrators or sasigns, do and shall pay to the said CUMBERLAND SAVINGS BANK OF CUMBERLAND, MARYLAND, and THE LIBERTY TRUST COMPANY OF CUMBERLAND, MARYLAND, their successors or sasigns, the aforesaid sum of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) together with interest thereon, as and when the same shell become due and payable, and in the meantime does and shall perform all the covenants herein on his pant to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises, the said Paul C. Owens may hold end possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on seid property, all of which taxes, mortgage debt and interest thereon, the seid Paul C. Owens hereby covenants to pey when legally demendable.

BUT in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenent or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shell at once become due and payeble, and these presents are hereby declared to be made in trust, and the said CUMBERLAND SAVINGS BANK OF CUMBERLAND, MARYLAND, end THE LIBERTY TRUST COMPANY OF CUMBERLAND, MARYLAND, their successors and/or assigns, or Gorman E. Getty or George R. Hughes, their duly constituted attorneys or agents, are hereby authorized end empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their

heirs or easigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of 8% to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said Paul C. Owens, his heirs or assigns; and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, his representatives, heirs or assigns.

AND the said Paul C. Owens further covenants to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagees or their successors or assigns, the improvements on the hereby mortgaged land to the amount of at least TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00), and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagees, their successors or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagees, or the mortgagees may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hand and seal of said Mortgagor.

ATTEST:

Ewelyn G. O. Sarnell

PAUL C. OWENS (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 75 day of January, 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Paul C. Owens, divorced, and acknowledged the aforegoing mortgage to be his act and deed; and at the same time before me also personally appeared Marcus A. Naughton, Vice-President of Cumberland Savings Bank of Cumberland, Maryland, and Charles A. Piper, President of

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The Liberty Trust Company of Cumberland, Maryland, the within named Mortgagees, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year last above written.

MOTHER PUBLIC.

Tobacon in the state in the state of

FILED AND RECORDED JANUARY 8" 1955 at 10:45 A.M.

WITNESSETH:

WHEREAS Paul C. Owens stands indebted unto Berlo Vending Company in the full and just sum of FIFTY THOUSAND DOLLARS (\$50,000.00), for money this day loaned, and which said sum the said Faul C. Owens hereby agrees to repay within two (2) years from the date hereof, with interest at the rate

of four per cent (4%) per annum, computed monthly on unpaid balances, and to secure the re-payment of which said principal sum together with the interest accruing thereon these presents are made.

NOW, THEREFORE, this deed of mortgage witnesseth that, in consideration of the premises and the sum of One Dollar, in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, the said Paul C. Owens does hereby give, grant, bargain and sell, release, convey and confirm unto the said Mortgagee the following property, to wit:

REAL ESTATE

FIRST: All that piece, parcel or lot of ground situate, lying and being in Election District No. 29, in Allegany County, Maryland, and being known and designated as the Westerly one-half of Lot No. 12, Lots Nos. 13, 14, 15, 16 and the Easterly one-half of Lot No. 17 of "Mountain View Addition, LaVale, Cumberland, Md.," as shown on an unrecorded plat thereof, said parcel of land being more particularly described as follows, to wit:

BEGINNING for the asid parcel of land at a stake situate 66 degrees 45 minutes West 930 feet, South 69 degrees 17 minutes West 70 feet, South 71 degrees 04 minutes West 100 feet, South 75 degrees 30 minutes West 50 feet from the intersection of Camp Ground Road and the National Pike (U. S. Route No. 40) and which said point is also at the end of the third and the beginning of the 4th line of a certain deed from George E. Baughman, et ux, unto Harold L. Price and Merle J. Kline, dated the 18th day of February, 1949, and which said deed is recorded in Liber No. 224, folio 367, one of the Land Records of Allegany County, Maryland, a specific reference to which said deed is hereby made for a fuller and more particular description of said point of beginning; and running thence with the said third line of the said Baughman to Kline deed reversed, South 16 degrees 45 minutes East approximately 186.63 feet to a stake, South 75 degrees 30 minutes West 28.15 feet; South 80 degrees 22 minutes West 100 feet; South 82 degrees 53 minutes West 100 feet, South 83 degrees 09 minutes 309 feet to s atske; thence constructing a new division line over

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and across Lot No. 17, in said Mountain View Addition, North 5 degrees 24 minutes West approximately 187.57 feet to a stake standing on the southerly side of the National Highway (U. S. Route No. 40), and running thence with the southerly side of said National Highway, North 84 degrees 36 minutes East 250 feet,

North 82 degrees 53 minutes East 100 feet, North 80 degrees 22 minutes East 100 feet; North 75 degrees 30 minutes East 50 feet to the place of beginning.

It being the same property which was conveyed to Paul C. Owens and Thomas H. Blash by George E. Baughman, et ux, by deed dated the 20th day of October, 1949, and recorded in Liber 227, folio 9, one of the Land Records of Allegany County, Maryland.

EXCEPTING, HOWEVER, from the above described property all that part thereof which was conveyed by Paul C. Owens, et al to Merle J. Kline, et al, by deed dated June 2nd, 1950, and recorded in Liber 229, folio 491, among the Land Records of Allegany County, which said property so excepted is described as follows:

All of the following parcel of land located on the Southerly side of the National Pike about 5 miles West of the City of Cumberland, and which is more particularly described as follows, to wit:

BEGINNING at the end of the 10th line of the deed from George K. Baughman, et ux, to Paul C. Owens and Thomas H. Blash, dated the 20th day of October, 1949, and recorded in Liber 227, folio 9, one of the Land Records of Allegany County, Maryland, and running thence with a part of said tenth line reversed South 75 degrees 30 minutes West 35 feet; thence in a line crossing the whole lot South 31 degrees 08 minutes East 141.56 feet to a point on the first line of the aforesaid Baughman deed; thence with a part of said first line reversed North 16 degrees 45 minutes West 136.63 feet to the beginning.

SECOND: All that tract or parcel of ground situated in LaVale, about 5 miles West of Cumberland, in Allegany County, Maryland, and more particularly described as follows, to wit:

BEGINNING for the same at an iron pin standing at 190 feet on the second line of the first parcel of ground conveyed by Charles Longerbeam to Richard B. Young, et al, by deed dated the let day of May, 1940, and recorded in Liber No. 187, folio



83, one of the Land Records of Allegany County, and running thence (Magnetic bearings as of September, 1945) and with horizontal measurements) North 84 degrees and 36 minutes East 31-8/10 feet to an iron stake standing at the end of the second line of Lot No. 19 of George E. Baughman's Mountain View Addition, thence with the 3rd lines of Lots Nos. 19 and 18, North 84 degrees and 36 minutes East 241-65/100 feet, thence with the third lines of Lots Nos. 17, 16, 15 and 14 of the said Mountain View Addition, North 83 degrees and 9 minutes East 359-35/100 feet, thence continuing with the Southerly lines of Lots Nos. 14, 13, 12, 11 and 10, North 82 degrees and 53 minutes East 100 feet, North 80 degrees and 22 minutes East 100 feet, North 75 degrees and 30 minutes East 100 feet, North 71 degrees and 4 minutes East 100 feet, North 69 degrees and 17 minutes East 100 feet to the Hast side of a 30 foot street leading from the National Highway through the aforementioned Mountain View Addition, now used as a water drain, thence with the 3rd line of Lot No. 9 and part of the 3rd line of Lot No. 8 of the said Addition North 66 degrees and 25 minutes East 115 feet, more or less, to the west side of Braddock Street as shown on Section "A" of the Peoples Park Addition, duly recorded among the Land Records of Allegany County, thence with the West side of the said Braddock Street, South 18 degrees and 35 minutes East 370 feet, thence South 2 degrees and 25 minutes West 175 feet, more or less, to the center line of Braddock's Run, thence with the center line of the said Run, in a westerly direction about 1360 feet to the end of the aforementioned second line of the Young parcel of ground, Liber 187, folio 83, thence with the 2nd line of the said Young parcel of ground reversed North 5 degrees and 10 minutes East 370 feet to the beginning. Containing 10 acres more or less.

It being the same property which was conveyed to Paul C. Owens and Thomas H. Blash, by George L. Longerbeam (unmarried) et al, by deed dated the 22nd day of October, 1949, and recorded in Liber 227, folio 10, one of the Land Records of Allegany County, Maryland.

THIRD: All the following parcel of real estate located on the Southerly side of the National Pike about 5 miles West of Cumberland and which is more particularly described as follows:

BEGINNING for the same at the end of the first line

L. Price and Merle J. Kline, dated February 18, 1949, and recorded in Liber 224, folio 367, one of the Land Records of Allegany County, Maryland, and running thence with the second line of said deed South 75 degrees 30 minutes West 50 feet, thence with a part of the third line of said deed, North 16 degrees 45 minutes West 50 feet, thence in a line crossing the whole Lot North 75 degrees 30 minutes East 50 feet to a point on the first line of the aforesaid Baughman deed; thence with a part of the said first line South 16 degrees 45 minutes East 50 feet to the beginning.

It being the same property which was conveyed unto the said Paul C. Owens, et al, by Harold L. Price, et ux, et al, by deed dated June 15, 1950, and recorded in Liber 229, folio 490, one of the Land Records of Allegany County, Maryland.

FOURTH: All of the rights, privileges and easements conveyed to Paul C. Owens, et al, by Harold L. Price, et ux, et al, by deed of easement dated June 15, 1950, and recorded in Liber 229, folio 492, one of the Land Records of Allegany County, Maryland, to which said deed specific reference is hereby made for a more particular recital of said rights, privileges and easements.

FIFTH: All those pieces, parcels or lots of ground situate, lying and being in Election District No. 29 in Allegany County, Maryland, and being known and designated as the Westerly one-half of Lot No. 17 and Lots 18 and 19 of "Mountain View Addition to LaVale, Cumberland, Md.," as shown on an unrecorded plat thereof, said parcel of land hereby more particularly described as follows:

BEGINNING for the same at a stake standing on the Southerly side of the National Highway, which is known as Maryland U. S. Route No. 40, at the end of the sixth line in a deed from George E. Baughman, et ux, to Thomas H. Blash, et al, dated October 20, 1949, and recorded in Deed Liber 227, folio 9, among the Land Records of Allegany County, Maryland, and running thence with the said side of said Highway South 84 degrees 36 minutes West 260.45 feet to a stake; thence South 3 degrees 55 minutes West 192.25 feet to a stake; thence North 84 degrees 36 minutes East 241.65 feet to a stake, thence North 83 degrees 9 minutes East 50 feet to a stake standing at the beginning of



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the aforementioned sixth line in the deed from Baughman to Blash dated and recorded as aforesaid; thence with the said sixth line North 5 degrees 24 minutes West 187.27 feet, more or less, to a stake standing at the point of beginning.

It being the same property which was conveyed to Paul 3. Owens, et al, by deed from George E. Baughman, et ux, dated October 8, 1951, and recorded in Liber 235, folio 632, one of the Land Records of Allegany County, Maryland.

SIXTH: All that lot, piece or parcel of land lying and being in Allegany County, Maryland, situated on the South side of the National Pike, U. S. Route No. 40, about 5 miles West of the City of Cumberland, and more particularly described as follows:

BEGINNING for the same at a locust stake standing on the South side of the National Pike (U. S. Route No. 40) said locust stake stands at the end of the first line of the adjoining parcel of ground conveyed by Charles Longerbeam to Richard B. Young, et al, by deed dated the 1st day of May, 1949, and recorded in Liber No. 187, folio 83, one of the Land Records of Allegany County, and running thence with part of the second line of the said Young property and leaving the said National Pike, South 5 degrees and no minutes West about 190 feet to an iron stake standing at the beginning or the parcel of ground conveyed by George Longerbeam, et al, to the said Paul C. Owens, et al, by deed dated the 22nd day of October, 1949, and recorded in Liber No. 227, folio 10, one of the Land Records of Allegany County, and running with the first line of the said property of the said I aul C. Owens, et al, North 84 degrees 36 minutes East 31.8 feet to an iron stake standing at the end of the second line of Lot No. 19 of George E. Baughman's Mountain View Addition, thence reversing the said second line of Lot No. 19, North 3 degrees 55 minutes East 192.25 feet to a stake standing on the South side of the National Pike (U. S. Route No. 40) thence with the said South side of the National Pike and with the first line of Lot No. 19 extended, South 84 degrees 36 minutes West about 31.8 feet to the place of beginning. Containing 13/100 of an acre more or less. Magnetic pearings as of this described parcel of ground are as of the deeds referred to.

It being the same property which was conveyed to Paul C. Owens, et al, by two deeds, the first from George E. Baughman, et ux, dated May 28, 1952, and recorded in Liber 241, folio 248,

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one of the Land Records of Allegany County, Maryland, and the second from The Market Buildings, Inc., dated April 50, 1952, and recorded in Liber 240, folio 447, one of the Land Records of Allegany County, Maryland.

The aforegoing PIRST, SECOND, THIRD, FOURTH, FIFTH and SIXTH Parcels, hereinbefore described and conveyed, are also the same properties in and to which the outstanding one undivided one-half interest of Thomas H. Blash and Martha Blash, his wife, was conveyed to Paul C. Owens by deed dated the ____ day of , 1954, and intended to be recorded among the Land Records of Allegany County immediately prior to the recording of this mortgage.

PERSONAL PROPERTY

All of the following described articles of personal property located at the Super 40 Drive-In Theatre, located on the South side of the National Highway (U. S. Route No. 40) about 5 miles West of the City of Cumberland, Allegany County, Maryland, and described by location on said property es follows:

1 Marque and letters

Ticket Booth

- 1 Electric Heater
- Cash Box
- Stool
- l Electric Clock

Field

- 1 Screen Tower 40' x 50' 710 RCA In-car Speakers
- 355 RCA Junction Boxes with Speaker Basketa
 30 Dimitoo Ramp Markers
 10 Exit (Dimitoo) Markers
- 1 Neon Entrance Sign
- Sliding boars 8 10 ft. swings 6 child swings Lawn Sliding Boards
- Folding Lawn Chairs

Ladies Lounge

- Rattan Settee
- Rattan Chairs
- Rattan Teble
- 1 Table Lamp

Men's Room

- Waste Can
- Commode Urinals
- Sink
 - Towel Dispenser
 - Set Steel Partitions

Ladies | Room

- Commodes Sets Steel Pertition

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- Towel Dispensers
- Sinks
- Napkin Disposal Cans
- Waste Cans

Office

- Deak
- 1 Filing Cabinet
- 1 Check Writer
- Adding Machine
- Desk Chair
- Exhaust Fan
- Desk Lamp
- Metal Cash Boxes
- Paper Punch
- Stapler Desk Pen

Projection Room

- 2 Projectors Model BX-62 Serial Nos. 4330 and 4881 2 Rectifiers Model 70-D2, Serial Nos. 3617 and 3655 2 Change-overs w/foot switches, Model B-11

- Serial Nos. 2949 and 2922
- Upper Magazines Model B-X 21
- Lower Magazines Model B-X 22
- Bases Model B-X-6
- 2 Enarc Lamps w/hi-speed reflectors Model N100
- Serial Nos. 28474 and 28473 Parts Cabinet Model MI-9760A
- F-20 Lens Serial Nos. 147104 and 147062

- 45 RPM Record Player
 3 Speed Webster record player
 Microphone & Stand Model bll, Electric Voice Ser. B239
 Golde Automatic rewind Model DH-Deluxe Ser. 3051

Projection Room cont'd

- 12 Goldburg Aluminum Reels
- 1 No. 3 Numade Hand rewind
- 1 Neutype 12 Section fim. cabinet
- 1 Film table Model T-102
- 1 Film splicer Model R-2
- 1 Neumade Film Applicator Model AS-2
- 1 que marker
- 2 Wilbur Fire extinguishers 1 qt. H-393964 and H-29704 1 Booth stool

- 1 Scrap Can 2 Sound heads Model MI 930A Ser. 7095 and 7097 1 Model 9405-C Monitor Speaker Ser. C2155
- 2 Power Amplifiers Model 9358-A Ser. C1694 and C1256
- 1 Amplifiers Cabinet Model MI 9378A
- 1 70 Watt Amplifier Model MI-12188-A Ser. 6998 2 70 Watt Amplifiers w/cabinet Model M1-12234
- Ser. C-1095 and C1153 1 Volume Control Model M1-9726B Ser. 1479
- 1 Exciter transformer Model M1-9180 Ser. K-183448-3

- 1 Record player table
 1 Stack exhaust fan Ser. 1706022B
 1 Monitor Amplifier Model M-1-9228 Ser. C1016
- 1 General electric transformer Catalog No. 76G164 S -W-F

Storage Room

- 1 Rotary Lawn Mower
- 1 Lawn Boy Mower
- 1 Garbage Can 1 1/4" Electric Drill w/attachments
- 1 Work Bench
- 4 Chromolox 1500 Watt Electric Heaters
 Odd Lot of 2' x 8' Corrugated Aluminum Sheets Odd Lot of Tools, Nails, Paint, etc.

Snack Bar

- 1 30 Gal. Electric Hot Water Heater
- 1 Electric Hot Plate
- 1 Menley Stadium Popcorn Machine Model 50-SSME Ser. 9932
- 1 Buckingham Beverage Dispenser Model 100A Ser. 3059
- 1 Roller Grill Model A Ser. A788
- 3 drawer Tosetmaster Foodwarmer Model 3DL Ser. 18230 2 drawer Tosetmaster Foodwarmer Model 2DS Ser. 16885
- 1 Westinghouse (Cocs-Cols) Cooler Model WD20 Style Y-1960

Ser. 09539112 1 Netional Cesh Register 12 to \$2.00 ME54051125 122(4 1 Netional Cesh Register 4636698 122(4)

1 Dripolator Coffee Urn 1 Creem Dispenser

IT BEING the same property described end conveyed in a certain Bill of Sale dated December _____, 1954, from Thomas H. Blash to Peul C. Owens.

ASSIGNMENT OF LIFE INSURANCE

This obligation is also secured by the assignment of a certain life insurance policy on the life of Paul C. Owens in the amount of \$50,000.00, the seme being Policy No. 3 457 136 with The Penn Mutual Life Insurance Company. Said assignment covers present or future surrender value of said policy, the premiums on which said policy the said Paul C. Owens covenants and agrees to pay promptly when the same are due and payable, or the Mortgagee may pay said premiums and collect the amount of the sam with interest es paid of the mortgage debt.

TO GETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenences thereunto belonging or in enywise eppertaining.

PROVIDED, that if the said Peul C. Owens, his heirs, executors, administrators end assigns, does and shall pay to the said Berlo Vending Company, ita successors or assigns, the aforesaid sum of Fifty Thousand Dollars (\$50,000.00), together with the interest accruing thereon, as and when the same shell become due and payable, and in the meantime does and shall perform all the covenants herein on his pert to be performed, then this mortgage shall be void.

AND IT IS AGREED that until defeult be made in the premises, the seid Paul C. Owens may hold and possess the eforesaid property, upon paying in the meentime, ell taxes, assessment and public liens levied on seid property, all of which taxes, mortgage debt and assessments, the said Peul C. Owans hereby covenants to pay when legally demendable.

BUT in case of defeult being made in payment of the mortgage debt eforeseid, or of the interest thereon, in whole or in part, or in any agreement, covenent or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall et once become due and payable, end these presents are hereby declared to be made in trust, and the seid BERLO VENDING



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COMPANY, its successors and/or assigns, or Gorman E. Getty, its or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of sll moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said Paul C. Owens, his heirs or assigns; and in case of advertisement under the above power but no sale, one-half of the above commissions shall be allowed and paid by the mortgagor, his representatives, heirs or sasions.

AND the said Paul C. Owens further covenants to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgages or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Fifty Thousand Dollars (\$50,000.00), and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgages, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgages, or the mortgages may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hand and seal of said mortgagor.

WITNESS:

Emelyn & O'Donnell

PAUL C. OWENS (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 71 day of January 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Paul C.

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Owens, divorced, and acknowledged the aforegoing mortgage to be his act and deed; and at the same time before me also personally appeared Gorman E. Getty, Attorney for Berlo Vending Company, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year last above written.



FILED AND ASCURDED JANUARY 10" 1955 at 2:30 P.M. PURCHASE MONEY

This Morigage, Made this Ith day of January.

in the year Nineteen Hundred and Fifty -five

, by and between

HERBERT R. MURPHY and RETA VIRGINIA MURPHY, his wife,

of Allegany

County, in the State of Maryland,

part108 of the first part, and MARY E. REINHART

Allegany

_County, in the State of Maryland,

party _____of the second part, WITNESSETH:

Unbereas, the parties of the first part are firmly indebted unto the party of the second part in the full and just sum of THIRTY FIVE HUNDRED DOLLARS (\$3,500.00), payable one year after date to the part of the second part, together with interest thereon at the rate of six per cent (6%) per annum, payable and adjustable quarterly, and which said sum of money together with the interest thereon as aforesaid the said parties of the first part covenant to pay as and when the same shall be due and payable.

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And the said parties of the first part do hereby covenant and agree with the party of the second part that they will pay the sum not less than Thirty Five Dollars (\$35.00) per month on account of the principal of said indebtedness hereby secured until the full amount of said principal indebtedness, in addition to the interest hereinbefore provided for, is paid in full.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said Party of the second part, her heirs and assigns,

horizonandorszignes the following property, to-wit:

All that lot or parcel of ground situated and lyin in Allegany County, Maryland, and known and distinguished upon the plat of Albright's Fourth Addition to Ellerslie as Lot No. 12, and more particularly described as follows, to wit:

BEGINNING on the East side of the County Road at the intersection thereof with the South side of Allegany Street, said point being distant 35-1/2 feet on a line drawn North 66 degrees East

from a planted stone at the beginning of Lot No. 1, of said Addition, and running thence with said Street, South 84 degrees East 105 feet, thence South 6 degrees West 75 feet to Walnut Alley, and with it North 84 degrees West 100 fee to said County Road, and with it, North 2-1/4 degrees East 75 feet and 2 inches to the beginning.

IT BEING the same property conveyed by Josephine LaRue, widow, to Herbert R. Murphy and Reta Virginia Murrhy, his wife, by deed dated the day of January, 1955, and to be recorded among the Land Records of Allegany County, Maryland, at the same time as the recordation of these presents; said deed, though dated as above, was delivered at the same time as the delivery of this mortgage, both being part of one simultaneous transaction, the mortgage being given to secure a part of the purchase price of the property herein decoribed and conveyed.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

provided, that if the said parties of the first part, their

heirs, executors, administrators or assigns, do and shall pay to the said

party of the second part, her

executor, administrator or assigns, the aforesaid sum of Thirty Five Hundred Dollar

(\$3,500.00)

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together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their performed, then this mortgage shall be void. And it is Agreed that until default be made in the premises, the said Parties of the first part may hold and possess the aforesaid property, upon paying inthe meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Parties of the first part hereby covenant to pay when legally demandable. But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said Party of the second part, her heirs, executors, administrators and assigns, or Matthew J. Mullaney. Me, her southeiz duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heifs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said Parties of the first part, their in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor 8. their representatives, heirs or assigns. End the said parties of the first part _further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or her assigns, the improvements on the hereby mortgaged land to the amount of at least Thirty Five Hundred Dollars (\$3,500.00) and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee heirs or assigns, to the extent Miles lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee , or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.. Hitness, the handland seallof said mortgagore Elizateta Philan Herbert R. Myrph [SEAL] [SEAL] Reta Virginia Murph [SEAL]

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| Amor | Frair of Maryland, |
|------|----------------------------------------------------------------------------------------------------------------------|
| | Allegany County, to-mit: |
| | I hereby certify. That on this 7th day of January, |
| | in the year nineteen Hundred and Fifty -five, before me, the subscriber, |
| | a Notary Public of the State of Maryland, in and for said County, personally appeared |
| | HERBERT R. MURPHY and RETA VIRGINIA MURPHY, his wife, and they acknowledged the aforegoing mortgage to be their |
| | act and deed; and at the same time before me also personally appeared MICHAEL D. REINHART Agent of Mary E. Reinhart, |
| | mortage is true and bona fide as therein set for forth, and that he is the duly |
| | c mathorized agent of the said Mortgagee. |
| 1 | Elgabeth Philson
Notary Public. |
| | |

FILED AND ACCUMUED JANUARY 10" 1955 at 11:50 A.M.

| year Nineteen | Hundred and fifty—by and between | in the |
|-----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| | Robert Hobell and Mary E. Hobell, his wife, | |
| | of Allegany County, in the State of Maryland, partlagof the first | |
| corporate, inco | mortgagors, and First Federal Savings and Loan Association of Cumberls
reporated under the laws of the United States of America, of Allegany Cou
the second part, hereinafter called mortgagee. | |
| WITNES | SETH: | |
| | CAS, the said mortgagee has this day loaned to the said mortgagors, | |

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By the payment of Thirty & 00/100 - - - (\$30.00) - - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgages in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Plow Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagoe, its successors or assigns, in fee simple, all the following described property, to-wit:

All those two lots or parcels of ground lying and being near the City of Cumberland, in Allegany County, Maryland, and designated on the plat of the Humbird Land and Improvement Company's Addition to said City as Lots Nos. 250 and 251, and more particularly described as follows, to-wit:

Lot No. 250: Beginning on the north side of Humbird Street at the end of the first line of Lot No. 249, and running then with said street, South 53% degrees East 30 feet, then North 36% degrees East 125 feet to an alley, and with it, North 53% degrees West 30 feet to the end of the second line of Lot No. 249, and with it reversed, South 36% degrees West, 125 feet to the beginning.

Lot No. 251: Beginning on the north side of Humbird Street at the erd of the first line of Lot No. 250, and running then with said street, South 53% degrees East 30 feet to an alley, and with it North 36% degrees East 30 feet to an alley, and with it North 36% degrees East 125 feet to an alley, and with it North 53% degrees West, 30 feet to the end of the second line of Lot No. 250, and with it reversed, South 36% degrees West, 125 feet to the beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Jacob E. Keller and Marie E. Keller, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness,

It is agreed that the Mortgages may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgages or wherein the Mortgages is the Beneficiary and which is held by the Mortgages as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so



advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To bave and to bold the above described land and premises unto the said mortgagee,

ontheir part to be performed, then this mortgage shall be void. And it is Egreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor s hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George. W. Lerge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a company of all expenses incident to such sale including taxes, and a company of all expenses incident to such sale including taxes, and a company of all expenses incident to such sale including taxes, and a company of all expenses incident to such sale including taxes, and a company of all expenses incident to such sale including taxes, and a company of all expenses incident to such sale including taxes, and a company of all expenses incident to such sale including taxes, and a company of all expenses incident to such sale including taxes, and a company of all expenses incident to such sale including taxes, and a company of all expenses incident to such sale including taxes, and a company of all expenses incident to such sale including taxes, and a company of all expenses incident to such sale including taxes, and a company of all expenses incident to such sale including taxes, and a company of all expenses incident to such sale including taxes, and a company of all expenses incident to such sale including taxes, and a company of all expenses incident to such sale including taxes, and a company of all expenses incident to such sale including taxes. mission of eight per cent. to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Anothe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Three Thousand & 00/100 - - - - (\$3000.00) - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

assigns all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagers, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax recipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee recipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor is to keep the buildings on said property in good condition of repair, the mortgage may deroand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagers to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation , other than the mortgages and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by a

Hittess, the hand and seal of said mortgagors.

| Attest: | NAME AND RESERVE | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|--------|
| 6 | Robert Hobell | [SEAL] |
| ten Itan | mary E, Stofell | [SEAL] |
| The state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the s | Mary &. Hobell | |
| | | [SEAL] |

UBER 309 PAGE 356

State of Maryland, Allegany County, to-wit:

I hereby certify. That on this 7TN day of Vanuary

in the year ninetoen Hundred and Fifty frame FIVE , before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Robert Hobell and Mary E. Hobell, his wife,

the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bons fide as therein set forth, and did further make oath in due form of law that the hadding proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Egypt - 1879 Sty

FILED AND RECORDED JANUARY 10"1955 at 11:50 A.M.

John F. Browning and Margaret R. Browning, his wife,

This Marigage, Made this ZTN day of JANUARY
year Nineteen Hundred and fifty-five by and between

in the

of Allegany County, in the State of Maryland, part168 of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Mary-

land, party of the second part, hereinafter called mortgages.

WITNESSETH:

Wine Thousand & 00/100 - - - - - (\$9000.00) - - - - Dellars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 per cent, per annum, in the manner following:

By the payment of Fifty-nine & 40/100 - - (\$59.40) -- - Dollars on or before the first day of each and every month from the date hereof, until the whole of safe

UBER 309 PAGE 357 principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgages in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance. How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, gradens and confirm unto the said mortgagors do graden and sell, convey, release and confirm unto the said mortgagors do graden in fee simple all the follows. release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit: All that ios, piece or parcel of land, situate, lying and being along the southerly side of the Mason Road, in Election District No. 23, in Allegany County, Maryland, and described as follows: Beginning for the same at a large elm tree standing at the foot of a steep hill, just southeasterly of Evitt's Creek, it being the beginning of the farm conveyed by Isaae Hirech, et al, to Frank Grabenatein, et ux, by deed dated November 1, 1912, and recorded among the Land Recorde of Allegany County, Meryland, in Liber No. 111, folio 174, it being also the beginning of the first parcel of the "Dower Tract" as described in the deed from F. Brooke Whiting, Assignee, to Edgar A. Dachiell dated the 21st day of November 1936, and recorded Edgar A. Dashiell, dated the 21st day of November, 1936, and recorded among the aforesaid Land Records in Liber No. 176, folio 155, said Elm tree also being the beginning of the tract of land called "Friend's Bad Luck", also the tract of land called "The Lawrence", also being at the end of the 11th line of the tract of land called "The Lawrence" Enlarged", and running then reversing the given line of "The Lawrence", it being also the 11th line of "The Lawrence Enlarged", it being also with the first line of the above mentioned "Dower Tract", as corrected by the Magnetic Variations, North 22 degrees 7 minutes West 1222 feet to an iron pin standing along the southerly side of the Mason Boad, to an iron pin standing along the southerly side of the Mason Foad, then along and with the southerly side of the Mason Road, South 51 degrees 50 minutes West 351 feet, South 39 degrees 35 minutes West 100 feet to another iron pin, then leaving the Mason Road, South 31 degrees 50 minutes East 1391 feet to the given or last line of the above mentioned Frank Grabenstein Farm, and with it, North 12 degrees 50 minutes East 347 feet to the place of beginning, containing 9-3/4acres. Being the same property which was conveyed unto the parties of the first part by deed of Edgar A. Dashiell and Alva C. Dashiell, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents. Together with the rights and privileges and subject to the restrictions, limitations and conditions with respect to a certain water line leading to the dwelling on the property above described as is set forth in two eertain deeds, the first from Edgar A. Dashiell, et al to Charles E. Jenkins, et ux, dated March 1, 1940, and recorded in Liber 193, folio 61, among the Land Records of Allagany County, Maryland, and the second from Edgar A. Dashiell, et al to Paul E. Greise, et ux, dated April 14, 1943, and recorded in Liber 195, folio 655, of the said Land Records, to which said deeds specific reference is hereby made for a more particular resital of said rights, privileges, restrictions, limitations and conditions. "And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this Indebtedness

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgages may at its option advance sums of money at any time for the

LIBER 309 PAGE 358

repair and improvement of buildings on the mortgaged premises, advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do they will execute such further assurances as may be requisite.

Cogether with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to bold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgager s, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein ontheirpart to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public llens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or ln part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgages, its successors or assigns, or George W. Leyge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which sald sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the baiance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and pald by the mortgagors, representatives, heirs or assigns.

Enothe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgage or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Nine Thousand & 00/100 - - - - - (\$9000.00) - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Bnd the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do mortgage on or before March 15th of each year tax recipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgage recipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgage may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgage for a period of thirty days shall constitute a breach of this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation , other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgage's written consent, then the mortgage's written consent, then the whole of said mortgage debt intend

Mitress, the hand and seal of said mortgagors

Attest: [SEAL] IRFR 309 PAGE 359

State of Maryland,
Allegany County, to-mit:

I hereby certify, That on this 7TH day of JANUARY

in the year nineteen Hundred and Fifty-five before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

John F. Browning and Margaret R. Browning, his wife,

the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

my hand and Notarial Seal the day and year aforesaid.

Notary Public.

FILED AND RECURDED JANUARY 10" 1955 at 11:50 A.M.

| This | Mortgage, | | 77. day of | | | in the |
|-----------|-----------------------|-----------|-------------|----------|-----------|--------|
| year Nine | eteen Hundred and fit | ty - 1170 | by and betw | een | | |
| | Adrien M. | Holt and | Elizabeth | C. Holt. | his wife. | |

of Allegany County, in the State of Maryland, part105 of the first part, here-inafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body

corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

One Thomsand & 00/100 - - - - - - (\$1,000.00) - - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 51 per cent. per annum, in the manner following:

By the payment of <u>Hinstean & 11/100 - - - (\$19.11) - - - Dollars</u> on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to

URER 309 RECE 360 the payment of interest; (2) to the payment of all taxes, water rent, assessments or p of every nature and description, ground rent, fire and tornado insurance premiur charges affecting the hereinafter described premises, and (3) towards the payment said principal sum. The due execution of this mortgage having been a condition pre-Row Therefore, in consideration of the premises, and of the sum of one dollar in he paid, and in order to secure the prompt payment of the said indebtedness at the maturity there together with the interest thereon, the said mortgagers do give, grant bargain and sell, converted and confirm unto the said mortgages, its successors or assigns, in fee simple, all the follows: ing described property, to-wit:

All that part of a certain tract of land called the "Speelman Farm" lying and being in Allegany County, Maryland, and which is described as follows, to-wit:

granting of said advance.

Beginning at a point on the northern limits of the Fekhart Branch Railroad distant 6 perches on a line drawn North 71 degrees West from the end of the West wing of the Winchester Bridge and running then North 17-3/4 degrees East 11-3/5 perches, North 71-1/2 degrees West 31 perches to a hickory tree standing on the northern limits of said railroad, and with said limits South 44 degrees Isst 10-4/5 perches, South 50 degrees East 8 perches, South 51 degrees East 7-1/3 perches, South 62-1/2 degrees East 5-3/5 perches to the beginning.

Being the same property conveyed by Francis Martz and Helen S. Martz, his wife, to Adrian M. Holt and Elizabeth C. Holt, his wife, by deed dated the 26th day of August, 1944, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 201, felie 623.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness. ance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that thay will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to bold the above described land and premises unto the said mortgages, its successors and assigns, forever, provided that if the said mortgagors , ___ or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on the 1 spart to be performed, then this mortgage shall be void.

IBER 309 PAGE 361

End it is Egreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, helrs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, helrs or assigns.

Enothe said mortgagors, further covenant to Insure forthwith, and pending the existence of the mortgage, to keep insured by some Insurance company or companies acceptable to the mortgagee or its successors or assigns, the Improvements on the hereby mortgaged land to the amount of at least One Thousand & 00/100 - - - - (\$1,000,00) - - - - Dollars and to cause the policy or policles Issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policles forthwith In possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Hnd the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax recipts evidencing the payment of all law-fully imposed taxes for the preceding calendar year; to deliver to the mortgagee recipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property in good condition of repair, the mortgage may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation , other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, w

mittess, the hand and seal of said mortgagors

| Attest: | 0.1 | |
|---------|------------------|--------|
| B 14 | Adrian M. Holl | (SEAL) |
| Dent Va | Elisbeth C. Holt | [SEAL] |
| | | [SEAL] |
| | | [SEAL] |

LIBER 309 PAGE 362

State of Margiand, Allegany County, to-wit:

> I hereby certify, That on this. 774

in the year nineteen Hundred and Fifty five , before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Adrian M. Holt and Elizabeth C. Holt, his wife,

the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

SWITNESS-my hand and Notarial Seal the day and year aforesaid.

De Lotars

FILED AND MECORDED JANUARY 11 1955 At 12:05 P.M. PURCHASE MONEY

This Morigage, made this seventh day of January----year Nineteen Hundred and fifty five , by and between George W. Wagner, single, and his father, Albert D. Wagner-----

of Westernport, Allegany County, Maryland hereinafter called Mortgagor S , which expression shall include their heirs, personal representatives, successors and assigns where the context so admits or requires, of Allegany County, State of Maryland, part 10st the first part and THE CITIZENS NATIONAL BANK OF WESTERNPORT, MARYLAND, a corporation, organized under the National Banking Laws of the United States, hereinafter called Mortgagee which expression shall include its successors and assigns, of Allegany County, State of Maryland, party of the second part, witnesseth:



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dated the 7th. day of January----- 1955, and payable on demand with Interest to the order of The Citizens National Bank of Westernport, Maryland.

AND WHEREAS, it is agreed that the Mortgagor a shall pay in reduction of the said note, until demand is made for the payment of the full amount due thereon, the sum of at least each month. The said monthly payments to be applied first, to the payment of accrued interest, and

Secondly, to the payment of the principal of the mortgage indebtedness, evidenced as aforesaid, and it is agreed that the remaining unpaid principal of the said note or any renewal of the same or renewal of part thereof, if not sooner demanded, shail be due and payable on the 7th.

day of January-----, 1965, notwithstanding any provision in this mortgage for monthly payments thereon in the meantime, and notwithstanding no previous demands for payment thereof have been made by said Mortgages, its successors or assigns.

NOW THEREFORE, in consideration of the premises and of the sum of one dollar in hand paid, the said Mortgagor s do hereby bargain and sell, release, convey and confirm unto the said Mortgagee, its successors and assigns, the following property, to wit:

All that certain parcel of ground situated in the town of Westernport, in Allegeny County, Maryland, known and numbered as Lot No. fifty eight (58) and the adjoining half of Lot No. fifty (59) in Cak View Addition to said town. Making altogether one parcel of land, fronting sixty feet on the South side of Kalbaugh Street and extending back, the same width throughout, a distance of one hundred feet. Being the same land which was conveyed unto the said George W. Wagner, by deed from Joseph Richard Whelan and wife, dated January 7, 1955, and which deed is to be recorded among the land records of Allegany County, Maryland, at the same time as the recording of this purchase money mortgage, and to which deed so recorded a reference is hereby made for a more definite and particular description of the property hereby mortgaged.

Also all those certain store fixtures, equipment and appliances belonging to the parties of the first part herein located in said town of Westernport in premises owned by James A. Welsh, situated on the West side of Main Street, wherein the parties of the first part conduct a drug store and pharmacy, and consisting specially, but not completely of shelving and cabinet work, Soda Fountain and Counter, Typewriter and Adding Machine, Cash Register and including all and numerous fixtures, appliances and utensils owned by and used by the parties of the first part in carrying on said pharmacy and drug store

AND WHEREAS this Mortgage shall also secure advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto, and any other future advances, so far as legally permissable.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED that if the said Mortgagors shall pay to the said Mortgagee the aforesaid debt, eviddeneed by said promissory note or any renewal of the same or of part thereof which might hereafter be executed and in the meantime shall perform all the covenants herin on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said Mortgagors may occupy the aforesaid property, upon paying, in the meantlme, all taxes, assessments, public dues and charges levied or to be levied thereon; all of which as also said mortgage debt and the interest thereon, the said Mortgagors hereby covenant to pay when legally demandable.

BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall at once become due and payable, and at any time thereafter either the said Mortgagee or Horace P. Whitworth, its duiy constituted attorney or agent, is hereby authorized to sell the property hereby mortgaged, and to convey the same to the purchaser or purchasers thereof. Said property shall be sold for cash after giving at least twenty days' notice of the time, piace, manner and terms of sale, in some newspaper published in Allegany County, Laryland if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in convenient parceis, as may be deemed advisable by the person selling.

The proceeds arising from such sale shail be applied: first, to the payment of all expenses incident to such sale. Including taxes, and a commission of eight per cent to the party making said sale; secondly, to the payment of all monies due and payable under this mortgage including interest on the mortgage debt to the date of ratification of auditor's report; and third, to pay the balance to the said Mortgagors. In case of advertisement under the above power, but no sale, all expenses and one-half of said commissions, calculated on the amount of the secured debt, shall be paid by the Mortgagors to the person advertising.

AND the said Mortgagors further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee, the improvements on the hereby mortgaged iand to an amount of at least seventy five dollars, and to cause the policy or policles issued therefor to be so framed or endorsed, as in case of loss, to insure to the benefit of the Mortgagee to the extent of its lien or claim hereunder, and to piace such policy or policles forthwith in possession of the Mortgage and to pay the premium or premiums for said insurance when due.

WITNESS the hand and seai of said Mortgagors

Horan P. Mitmorth go

THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF TH

George WS Wagner (SEAL)

UBER 309 MGE 364

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby certify that on this 7th. day of January............, in the year 1655, before me, the subscriber, a Hotary Publicana and the State of Maryland, in and for said County, personally appeared, George W. Fagner and Albert D. Wagner, George W. Fagner and Albert D. Wagner, the within named Mortgagors, and acknowledged the foregoing mortgage to be their act and deed. And at the same time, before me, also personally appeared Horace P. Whitworth Mortagee and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth and that he is the President of said Mortgagee, duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal the day and year last above written.

Qichard Hubiter Public

1 Vity Mutopolis

FILED AND RECORDED JANUARY 11*1955 at 12:15 P.M.

| This Murigage, Made this Se in the year Nineteen Hundred and Fifty Fi | | |
|-----------------------------------------------------------------------|--------------------------------|---------------------------|
| George W. Wagner, single, and Albert E | part - | |
| part ies of the first part, and Horace F | | |
| his wife, | decrease, devices assured duty | Salar Million |
| of gllegamy | | ALTERNATION OF THE PARTY. |
| part 102 of the second part, WITNESSET | Н: | |

DUDCTCRS, the said parties of the first part are indebted unto the said parties of the second part for money borrowed in the amount of TWENTI FIVE HUNDRED DOLLARS (\$2,500.00), as evidenced by the Promissory Note of the said parties of the first part, dated of even date heredth, and made payable ON DUMAND unto the order of the said parties of the second part for the sum of TWENTI FIVE HUNDRED DOLLARS (\$2,500.00), with interest at the rate of Six Percent (65) per Annum, and

WHEREAS, it is agreed that the said parties of the first part execute this



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Mortgage as security for the aforesaid note, and further agreed to pay in the reduction of said Note, until demand is made for the full amount, at least the sum

of One Hundred Dollars (\$100.00) each month, plus the accrued interest as aforesaid and WHEREAS, the said money berrowed herein is for the purchase price of the' hereinafter described real estate, and therefore this is known as a Purchase Money Mortgage. -How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part do _____give, grant, bargain and sell, convey, release and confirm unto the said parties of the second part, their ---heirs and assigns, the following property, to-wit: All that certain parcel of land situated in the Town of Western ort, Allegany County, Maryland, known and numbered as lot No. Fifty Eight (58) and the Adjoining Westerly half of Lot Number Fifty Nine (59), in Oak View Addition to said Town, making altogether one parcel of land fronting sixty feet on the South side of Kalbaugh Street and extending back, the same width throughout, a distance of one hundred feet. Being the some property as conveyed unto Joseph Richard Whelan by Anna C. Sargus, Widow, et al., by deed dated July 15, 1946, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 211, Folio 567, and being also the same property as conveyed unto the said George W. Wagner, by deed from Joseph Richard Whelan et ux., dated January 7th, 1955, and which deed is to be recorded among the Land Records of Allegany County, Maryland, prior to the recording of this Mortgage (Purchase Money). ALSO all of those certain store fixtures, equipment and appliances belonging to the said parties of the first part herein located in said town of Westernport, in premises owned by James A. Welsh, situated on the West wide of Main Street, wherein the parties of the first part conduct a drug store and pharmacy, and consisting specially, but not completely of shelving and cabinet work, soda fountain and counter, Typewriter and Adding Machine, Cash Register and including all and numberous fixtures, appliances and utensils owned by and used by the said parties of the first part in carrying on said pharmacy and drug store, and also all stock, wares and merchandise used in said business. Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining. Drovided, that if the said parties of the first part ---- their heirs, executors, administrators or assigns, do and shall pay to the said parties of the second part, their executor , administrator or assigns, the aforesaid sum of TWENTY FIVE HUNDRED DOLLARS (\$2,500.00) together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their ------ part to be performed, then this mortgage shall be void. And it is Agreed that until default be made in the premises, the said..... parties of the first part. White -may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Darties of the first part

hereby covenant to pay when legally demandable. But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said parties of the second part, their helrs, executors, administrators and assigns, or_ was their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much theref as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levled, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, In case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns. And the said parties of the first part insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or their assigns, the improvements on the hereby mortgaged land to the amount of at least TWENTY FIVE HUNDRED & .00/100and to cause the polley or polleies issued therefor to be so framed or endorsed, as in case of fires, their helrs or assigns, to the extent to liure to the benefit of the mortgagee ,___ their lien or elaim hereunder, and to place such policy or policies forthwith in possession of the mortgagee , or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt .. Witness, the hand and seal of sald mortgagor Attest: hardHewhetworth [SEAL] State of Maryland, Allegany County, to-wit: I hereby certify, That on this Seventh in the year nineteen Hundred and Fifty Five _____, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared George W. Wagner and Albert D. Wagner, his father and did acknowledged the aforegoing mortgage to be their voluntary act and deed; and at the same time before me also personally appeared. Horace P. Whitworth Jr., and Lorelle R. Whitworth, his wife, --the within named mortgagee,. and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set for forth. WITNESS my hand and Notarial Seal the day and year aforesaid.

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ils I regal little sty

FILED AND RECORDED JANUARY 11" 1955 at 11:50 A.M.

| | by and between |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | and Lillian M. May, his wife, |
| | |
| matter called mortgagors, and Fil | ounty, in the State of Maryland, parties of the first part, here-
rst Federal Savings and Loan Association of Cumberland, a body
laws of the United States of America, of Allegany County, Mary-
reinafter called mortgagee. |
| WITNESSETH: | grames has this day loved to the |
| Onbereas, the said mort | gagee has this day loaned to the said mortgagors, the sum of |
| Thirty-five Hundred & | 00/100 (\$3500,00) Dollars, |
| which said sum the mortgagors a | agree to repay in installments with interest thereon from |
| he date hereof, at the rate of 5 | |
| principal sum and interest shall be
and the said installment payment n
the payment of interest; (2) to the
of every nature and description,
tharges affecting the heavington. | per cent. per annum, in the manner following: -eight & 60/100 (\$28.60) Dollars and every month from the date hereof, until the whole of said paid, which interest shall be computed by the calendar month, may be applied by the mortgagee in the following order: (1) to payment of all taxes, water rent, assessments or public charges ground rent, fire and tornado insurance premiums and other lescribed premises, and (3) towards the payment of the afore- ation of this mortgage having been a condition precedent to the |
| grether with the interest thereon t | ideration of the premises, and of the sum of one dollar in hand
mpt payment of the said indebtedness at the maturity thereof, |
| elease and confirm unto the said m | mpt payment of the said indebtedness at the maturity shereof, the said mortgagors do give, grant bargain and sell, convey, ortgagee, its successors or assigns, in fee simple, all the follow- |
| lease and confirm unto the said m
g described property, to-wit: | hand indebtedines at Lie maturity shereof. |
| elease and confirm unto the said mg described property, to-wit: All those lote | the said mortgagors do give, grant bargain and sell, convey, ortgagee, its successors or assigns, in fee simple, all the follow- |
| et the intersection of | the said mortgagors do give, grant bargain and sell convey, ortgagee, its successors or assigns, in fee simple, all the follows, pieces or parcels of ground lying and bein the westerly sids of Jeanstte Street and the |
| All those lote the intersection of cortherly side of Fifth | the said mortgagors do give, grant bargain and sell convey ortgagee, its successors or assigns, in fee simple, all the follows, pieces or parcels of ground lying and bein the westerly sids of Jeanstte Street and the Avanue known and designated as Lots Nos. |
| All those lote the intersection of cortherly side of Fifth | he said mortgagors do give, grant bargain and sell convey ortgagee, its successors or assigns, in fee simple, all the follows, pieces or parcels of ground lying and bein the westerly sids of Jeanstte Street and the Avanue known and designated as Lots Nos. |
| All those lote the intersection of cortherly side of Fifth 58-259-260-261 in Callure resentown, Maryland, a | he said mortgagors do give, grant bargain and sell convey ortgagee, its successors or assigns, in fee simple, all the follows, pieces or parcels of ground lying and bein the westerly sids of Jeanstte Street and the Avanue known and designated as Lots Nos. Avanue known and designated as Lots Nos. Alose City Addition, Saction "A" Amended, plat of which said addition is recorded in |
| All those lote that intersection of cortherly side of Fifth C58-259-260-261 in Calludresaptown, Maryland, a liber No. 1, folio 46 or | he said mortgagors do give, grant bargain and sell convey ortgagee, its successors or assigns, in fee simple, all the follows, pieces or parcels of ground lying and being the westerly sids of Jeanstte Street and the Avanue known and designated as Lots Nos. Alose City Addition, Saction "A" Amended, plat of which said addition is recorded in the of the Plat Records of Allegany County, Man |
| All those lote of the intersection of cortherly side of Fifth C58-259-260-261 in Calludresaptown, Maryland, a liber No. 1, folio 46 or and, which said lots ar | he said mortgagors do give, grant bargain and sell convey ortgagee, its successors or assigns, in fee simple, all the follows, pieces or parcels of ground lying and being the westerly side of Jeanstte Street and the Avanue known and designated as Lots Nos. slose City Addition, Section "A" Amended, plat of which said addition is recorded in the of the Plat Pecords of Allegany County, Management of the Plat Pecords of Allegany County, Management of particularly described as a whole as |
| All those lote of the said managed described property, to-wit: All those lote of the said managed described property, to-wit: All those lote of the said of the said of the said of the said of the said of the said lote of the said lote of said, which said lote are said lows, to-wit: | he said mortgagors do give, grant bargain and sell convey ortgagee, its successors or assigns, in fee simple, all the follows, pieces or parcels of ground lying and being the westerly side of Jeanstte Street and the Avanue known and designated as Lots Nos. Blose City Addition, Section "A" Amended, what of which said addition is recorded in the of the Plat Records of Allegany County, Manages more particularly described as a whole as |
| All those lote of the said many described property, to-wit: All those lote of the third said of Fifth of the said of Fifth of the said of Fifth of the said of the said of the said lote of the said lote of the said lote of the said lote of the said lote of the said lote of the said lote of the said lote of the said lote of the said lote of the said lote of the said lote of the said lote of the said lote of the said lote of the said lote of the said lote of the said lote of the said lote of the said lote of the said lote of the said lote of the said lote of the said lote of the said lote of the said lote of the said lote of the said lote of the said lote of the said lote of the said lote of the said lote of the said lote of the said lote of the said lote of the said lote of the said lote of the said lote of the said lote of the said lote of the said lote of the said lote of the said lote of the said lote of the said lote of the said lote of the said lote of the said lote of the said lote of the said lote of the said lote of the said lote of the said lote of the said lote of the said lote of the said lote of the said lote of the said lote of the said lote of the said lote of the said lote of the said lote of the said lote of the said lote of the said lote of the said lote of the said lote of the said lote of the said lote of the said lote of the said lote of the said lote of the said lote of the said lote of the said lote of the said lote of the said lote of the said lote of the said lote of the said lote of the said lote of the said lote of the said lote of the said lote of the said lote of the said lote of the said lote of the said lote of the said lote of the said lote of the said lote of the said lote of the said lote of the said lote of the said lote of the said lote of the said lote of the said lote of the said lote of the said lote of the said lote of the said lote of the said lote of the said lote of the said lote of the said lote of the said lote of the said lote of the said lote of the said lote of the | he said mortgagors do give, grant bargain and sell convey ortgagee, its successors or assigns, in fee simple, all the follows, pieces or parcels of ground lying and being the westerly side of Jeanstte Street and the Avanue known and designated as Lots Nos. slose City Addition, Section "A" Amended, plat of which said addition is recorded in the of the Plat Pecords of Allegany County, Management of the Plat Pecords of Allegany County, Management of particularly described as a whole as |

88 degrees 44 minutes East 168 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Edward H. Borgman dated August 11, 1953,

to the northerly side of Fifth Avenue, then with said Fifth Avenus North

East 97.6 feet, then South 88 degrees 44 minutes West 50 feet, then South 00 degrees 15 minutes West 48.8 feet, then South 88 degrees 44

minutes West 118 fest to the easterly sids of Winchester Avenue, then

with said Winchester Avenue South 00 degress 15 minutes West 48.8 feet

recorded in Liber No. 252, folio 322 one of the Land Ascords Allegany County, Maryland, it also being part of the property which was conveyed unto the parties of the first part by Confirmatory Deed of Edwin M. Horchler, Trustee, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland,

simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgages option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to bold the above described land and premises unto the said mortgages, its successors and assigns, forever, provided that if the said mortgagors , their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on the 1 rpart to be performed, then this mortgage shall be void.

And it is agreed that until default be made in the premises, the said mortgagor s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor s hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgages, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such mission of eight per cent. to the payment of all expenses incident to such sale including taxes, and a commoneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Hnothe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgage or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Thirty-five Bundred & 00/100 - - - (\$3500.00) - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgages, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgages, or the mortgage may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Bind the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgages, its successors as assigns, all rents, issues and profits accruing or falling due from said premises after default under

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the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax recipts evidencing the payment of all law-dencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no wyaste, impairment or deterioration of said property, or any part thereof, and upon the fallure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgage may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the fallure of the mortgagor to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation—, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the aforegoing covenants or conditions for thirty consecutive days. for thirty consecutive days.

| timess, the hand and seal of said m | ortgagors | | |
|---------------------------------------------------------------------------------------|------------------------------------------------------------------|------------------------------------|---------|
| Attest; 10(1) | Albert I. M. | May May | _(SEAL) |
| State of Maryland, | h. ulgga erthreddintestature - Colombia a - Januar Ersteddingsol | Trust : / continuous established / | 2003433 |
| Allegany County, to-wit: | | | |
| | | | |
| I hereby certify, That on this. | | day of JANUARY | |
| in the year nineteen Hundred and Fifty a Notary Public of the State of Maryland, in a | nd for said Count | y, personally appeared | |
| Albert I. May and Lill | ian M. May, | his wife, | |
| the said mortgagors herein and they | | | |

they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

my hand and Notarial Seal the day and year aforesaid. e I Ha Notary Public.

4 To

SECONO

FILED AND RECORDED JANUARY 11" 1955 at 11:55 A.M.

This Minimum, Made this 10 TM day of January
in the year Nineteen Hundred and Fifty 1000 by and between

Albert I. May and Lillian M. May, his wife,

of Allegany County, in the State of Maryland
partials of the first part, and

Edward H. Borgman,

of Allegany County, in the State of Maryland
party of the second part, WITNESSETH:

unbereas, the parties of the first part are indebted unto the party of the second part in the principal sum of \$1600.00 to be repaid with interest at the rate of 5-1/25 per annum computed monthly on unpaid balances, which said principal together with the interest accruing thereon is to be amortized by the payment of at least \$13.08 per month, the first monthly payment of principal and interest being due and payable one month from the date of these presents and each and every month thereafter until the whole principal together with the interest accruing thereon is paid in full, said monthly payment to be applied first to the accrued interest and the balance unto the principal to secure which said principal with the interest accruing thereon these presents are executed.

Flow Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Albert I. May and Lillian M. May, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said
Edward H. Borgman, his

heirs and assigns, the following property, to-wit:

All those lots, pieces or parcels of ground lying and being at the intersection of the westerly side of Jesnette Street and the northerly side of Fifth Avenue known and designated as Lots Nos. 258-259-260-261 in Cellulose City Addition, Section "A" Amended, Cresaptown, Maryland, a plat of which said addition is recorded in Libe 1, folio 46 one of the Plat Records of Allegany County, Maryland, which said lots are more particularly described as a whole as follows, to-wit



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Beginning for the same at the intersection of the westerly side of Jeanette Street and the northerly side of Fifth Avenue, and running then with said Jeanette Street North 00 degrees 15 minutes East 97.6 feet, then South 88 degrees 44 minutes West 50 feet, then South 00 degrees 15 minutes West 48.8 feet, then South 88 degrees 44 minutes West 118 feet to the easterly side of Winchester Avenue, and then with said Winchester Avenue South 00 degrees 15 minutes West 48.8 feet to the northerly side of Fifth Avenue, then with said Fifth Avenue North 88 degrees 44 minutes East 168 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Edward H. Borgman dated August 11, 1953, recorded in Liber No. 252, folio 322 one of the Land Records of Allegany County, Maryland, it also being part of the property which was conveyed unto the parties of the first part by Confirmatory Deed of Edwin M. Horchler, Trustee, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

This is a second mortgage and is subject to the lien of the first mortgage from the parties of the first part unto the First Federal Savings and Loan Association of Cumberland, of even date which is intended to be recorded among the Mortgage Records of Allegany Courty Mary land prior to the recording of these presents the rights, roads, ways,

| waters, privileges and appurtenances thereunto belonging or in anywise appertaining. |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Drovided, that if the said Albert I. May & Lillien M. May, his wife |
| their heirs, executors, administrators or assigns, do and shall pay to the said |
| Edward H. Borgman, his |
| executors, administrators or assigns, the aforesaid sum of |
| Sixteen Hundred (\$1600.00) Dollars |
| |
| together with the interest thereon, as and when the same shall become due and payable, and in |
| the meantime do and shall perform all the covenants herein on their part to be |
| performed, then this mortgage shall be void. |
| and it is agreed that until default be made in the premises, the said. |
| Albert I. May and Lillian M. May, his wife, |
| may hold and possess the aforesaid property, upon paying in |
| the meantime, all taxes, assessments and public liens levied on said property, all which taxes, |
| mortgage debt and interest thereon, the said Albert I. May and I.illian M. |
| May, his wife, |
| hereby covenant to pay when legally demandable. |
| But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, ecvenant or condition of this mortgage, |
| then the entire mortgage debt intended to be hereby secured shall at once become due and payable, |

and these presents are hereby declared to be made in trust, and the said...

| Adward H. Borgman, his |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| heirs, executors, administrators and assigns, or Harry I. Stagmaiar his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at a time thereafter, to sell the property hereby mortgaged or so much theref as may be necessa and to grant and convey the same to the purchaser or purchasers thereof, his, her or their he or assigns; which sale shall be made in manner following to-wit: By giving at least twen days' notice of the time, place, manner and terms of sale in some newspaper published in Cu from such sale to apply first to the payment of all expenses incident to such sale, including taxes levied, and a commission of eight per cent to the party selling or making said sale; second to the payment of all moneys owing under this mortgage, whether the same shall have been the matured or not; and as to the balance, to pay it over to the said Albert I. May and Lillian M. May, his wife, their heirs or assigns, an in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagers. |
| shall be allowed and paid by the mortgagors their representatives, heirs or assigns Had the said Albert I. May and Lillian M. May, his wife, |
| A. Ray, his wife, |
| further covenant to company or companies acceptable to the mortgagee or his |
| managers, the improvements on the hereby mortgaged land to the amount of at I |
| Sixteen Hundred & 00/100 (#1600 00) |
| powered induced therefor to be so framed or andowed |
| his to the benefit of the mortgagee his |
| Chair lien or claim berounder |
| |
| and collect the premiums thereon with interest as part of the mortgage debt |
| 201:4 |
| Mitness, the hand and seal of said mortgagors. |
| Attest: |
| |
| Albert J. May [SEAL] |
| Chee & Nay Albert I. May |
| ETHIP OI WEND [SEAL] |
| Blate of Maryland, Lillian M. May |
| Allegany County, to-wit: |
| 3 baraba anate. |
| I hereby certify. That on this 10 TH day of JANUARY |
| in the year nineteen Hundred and Fifty |
| |
| a Notary Public of the State of Maryland, in and for said County, personally appeared |
| Albert I. May and Lillian M. May, his wife, |
| and they acknowledged the aforegoing mortgage to be their |
| act and deed; and at the same time before me also personally appeared |
| Edward H. Borgman, |
| the within named morteness. |
| the within named mortgagee, and made oath in due form of law, that the consideration in said |
| nortgage is true and bona fide as therein set for forth. |
| |
| WPMESS my hand and the |
| WITHESS my hand and Notarial Seal the day and year aforesaid. |
| · · · · · · · · · · · · · · · · · · · |
| 1. in the year |
| William , Fellowed (11 0 1 |

. 0

FRED AND RECORDED JANUARY 11# 1955 at 11:45 A.M.

| parchase money This Murigage, Made this 5 day of year Nineteen Hundred and fifty-few Five by and between | in th |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|
| John W. Groves and Callie H. Groves, his wife, | |
| of Allegany County, in the State of Maryland, part 1e8of the first painafter called mortgagors, and First Federal Savings and Loan Association of Cumberland corporate, incorporated under the laws of the United States of America, of Allegany County land, party of the second part, hereinafter called mortgagee. | |
| WITNESSETH: | |

Twenty-four Hundred & 00/100 - - - - (\$2400.00) - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 52 per cent. per annum, in the manner following:

By the payment of Thirty & 00/100 - - - (\$30.00) - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgages in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the

Plow Uberefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, release and confirm unto the said mortgagors do give, grant bargain and sell, convey, ing described property, to-wit:

All that lot or parcel of ground situated on the southerly side of Oak Alley in the City of Cumberland, Allegany County, Maryland, which said parcel is more particularly described as follows, to-wit:

Beginning for the same at a chiseled "X" on the westerly face of the stone wall running along the easterly boundary of the property herein described, eaid chiseled "X" also stands on the southerly side of Oak Alley and at the end of the second line of the whole property of which this is a part as conveyed by Lewis M. Wilson, Trustee, to Edith M. Smallwood by deed dated Oetober 23, 1941, which is recorded in Liber 191, folio 622, one of the Land Records of Allegany County, Meryland, said chiseled "X" also stands at the end of the first line of the adjoining property as conveyed by John T. Edwards to Mary A. Dickey by deed dated July 14, 1900, which is recorded in Liber 87, folio 389, one of the Land Records of Allegany County, Maryland, and running then with the said southerly side of Oak Alley and the third line of the said Smallwood deed South 76 degrees 18 minutes Weat 25.55 feet to an iron stake, then leaving the eaid southerly side of Oak Alley at a right angle and running with part of the fourth line of the said Smallwood deed South 13 degrees 42 minutes East 34.25 feet to a chiseled "T" on the concrete wall running along the westerly boundary of the property herein described, then leaving the said fourth line and cutting ecross the eaid Smallwood whole property perallel with Harrison Street and also Oek Alley North 76 degrees 18 minutes East 25.55 feet to an iron peg at the westerly face of the aforementioned stone wall, said peg also stands on the eferementioned first line of the Mary A. Diskey deed and also the second line of the said Smallwood deed (corrected North 13 degrees 42 minutes West 34.25 feet to the place of beginning.

The parties of the first pert elec grant unto the party of the second part, its euccessore and assigns, the right to close the walkwey running across the whole Smallwood property aforementioned from the third line of the property herein described northerly elong the east boundary of the said property herein described to Oak Alley.

The parties of the first pert also grant to the party of the second part, its successors and assigns, the right to use the remainder of the aforementioned walkway across the said Smallwood property remaining as an outlet from the property herein described to Harrison Street.

Being the same property which was conveyed unto the parties of the first part by deed of Shannon S. Twigg and Zone B. Twigg, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgages option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Cogether with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

to bave and to bold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagers, their, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on the 1r part to be performed, then this mortgage shall be void.

End it is Egreed that until default be made in the premises, the said mortgagor s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgages, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorised and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Enothe said mortgagers, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Twenty-four Hundred & 00/100 - - - (\$2500.00) - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgages, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgages, or the mortgage may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.



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And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over; transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax recipts evidencing the payment of all lawdencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgage may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor set occupy with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation—other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagors written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assign

mittess, the hand and seal of said mortgagors.

| | * D * |
|---------------------------------------------------------------------------------------------------------------|------------------------------------|
| 0 | M. Groves [SEAL |
| Cell | ie H. Groves [SEAL |
| | ie H. Groves [SEAL |
| COUNTY OF Colleghang, to-wit: I HEREBY CERTIFY, THAT on this in the year mineteen Hundred and Fifty-five, be | 5 day of January |
| in the year mineteen Hundred and Fifty-five, be | sfore me, the subscriber, a Notary |
| Public of the State of Pennsylvania, in and for | |
| JOHN W. OROVES AND CALLIE H. OROVE | |
| the said mortgagors herein and they acknowledge | d the aforegoing mortgage to be |

Charles and Associated Associated

WITNESS my hand and Notarial Seal the day and year afcresaid.

their act and deed.

JOSEPH A. FROMM NOTARY PUBLIC

My Commission Expired February 20, 1957 UBER 309 BUE 376

State of Margland, Allegany County, to-mit:

I hereby certify, That on this YOTH

in the year nineteen Hundred and Fifty. a Notary Public of the State of Maryland, in and for said County, personally appeared

George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgages.

Wirkings my hand and Notarial Seal the day and year aforesaid.

Low Ita

FILED AND RECORDED JANUARY 11" 1955 at 8:30 A.M.

This Morigage, Made this Fourth day of January, in the year Nineteen Hundred and Fifty -five -----, by and between CLARENCE R. FARENBAKER and MARY V. FARENBAKER, his wife, ----



1

of _____County, in the State of Maryland, parties of the first part, and THE FIRST MATTOWAL BASE, OF PIEIMOST, WEST VIRGINIA, a corporation organized under the National Banking Laws,

X SECTION AND ADDRESS OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PA

of the second part, WITNESSETH:

Unberens, the said Clarence R. Fanenbaker and Mary V. Fanenbaker, his wife, are indebted unto the said THE PIRST HATIOMAL BANK, OF (\$2000.00) DOLLARS, as evidenced by their joint and several negetiable, premissery note, of even date hereuith, for said sun of two said THE FIRST HARIOMAL DAME, OF PIEDMONT, WEST VINGINIA, with interest from date, at said DAME;



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All of the following described real estate situated near the Town of Westernport, Allegany County, Maryland, to wit:

AMEGINATING at a large Maple corner, thence South 77 degrees to a peg corner, thence South 8 degrees 15 minutes East 212.5 feet to a peg corner, thence North 89 degrees 30 minutes West 106 feet to a peg on the line of the Charles Feight property, thence North 8 degrees 15 minutes West 176 feet to a peg corner, thence North 89

degrees 30 minutes West 105 feet to a corner, thence North 61 degrees West 131 feet to a corner on Ross Street, thence North 88 degrees 15 minutes East 216 feet to a large Maple tree, containing 78/100 of an acre; and being all of Parcel One (1) and part of Parcel Two (2) of the land conveyed unto Aden Campbell by Vista L. Mullan et ux. by Deed, dated November 2nd, 1936, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 176, folio 159, and also being the same property which was conveyed unto the said parties of the first part by Aden Campbell et ux. by Deed, dated November 25th, 1947, and this Mortgage is made expressly subject to the reservation and exception of a right of way as fully set forth and described in said Deed.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or ln anywise appertaining.

provided, that if the said Clarence R. Fazenbaker and Mary V. Fazenbaker, their heirs, executors, administrators or assigns, do and shall pay to the said THE FIRST MATIONAL BANK, OF PIEDMONT, MEST VIRGINIA, its successors where the said sum of the said sum of the said sum of the said sum of the said sum of the said sum of the said sum of the said sum of the said sum of the said sum of the said sum of the said sum of the said sum of the said sum of the said sum of the said sum of the said sum of the said sum of the said sum of the said sum of the said sum of the said sum of the said sum of the said sum of the said sum of the said sum of the said sum of the said sum of the said sum of the said sum of the said sum of the said sum of the said sum of the said sum of the said sum of the said sum of the said sum of the said sum of the said sum of the said sum of the said sum of the said sum of the said sum of the said sum of the said sum of the said sum of the said sum of the said sum of the said sum of the said sum of the said sum of the said sum of the said sum of the said sum of the said sum of the said sum of the said sum of the said sum of the said sum of the said sum of the said sum of the said sum of the said sum of the said sum of the said sum of the said sum of the said sum of the said sum of the said sum of the said sum of the said sum of the said sum of the said sum of the said sum of the said sum of the said sum of the said sum of the said sum of the said sum of the said sum of the said sum of the said sum of the said sum of the said sum of the said sum of the said sum of the said sum of the said sum of the said sum of the said sum of the said sum of the said sum of the said sum of the said sum of the said sum of the said sum of the said sum of the said sum of the said sum of the said sum of the said sum of the said sum of the said sum of the said sum of the said sum of the said sum of the said sum of the said sum of the said sum of the said sum of the said sum of the said sum of the said sum of the said s

together with the interest thereon, as and when the same shall become due and payable, and In the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

hereby covenant to pay when legally demandable. But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said------THE FIRST NATIONAL BANK, OF PIEIMONT, WEST VIRGINIA, 1ts successors Rairs, Exacuture, aniministratum and assigns, or Harry K. Drane. his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said Parties of the first part, their----heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, their representatives, heirs or assigns. Hild the said Clarence R. Fasenbaker and Mary V. Fasenbaker, his wife, -----further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or 11s successors or assigns Example, the improvements on the hereby mortgaged land to the amount of at least -----Two thousand (\$2000.00) ----- Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee , 1ts successors ... assigns, to the extent of its or ----- their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee , or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.. Mitness, the hand and seal of said mortgagor s Attest: STATE OF WEST VIRGINIA, MINERAL COURTY I hereby certify, That on this. in the year nineteen Hundred and Fifty-five -----, before me, the subscriber, a Notary Public of the State of in and for said County, personally appeared -----Clarence R. Fasenbaker and Mary V. Fasenbaker, his wife, ---and each acknowledged the aforegoing mortgage to be their respective act and deed; and at the same time before me also personally appeared J. B. Determan, Cashier of the FIRST MATIONAL BANK, OF PIEIMONT, WEST VIRGINIA, the mithin named mortgages, and made oath in due form of law, that the consideration in said age fartrue and bona fide as therein set for forth THE BRUNGSTOND OF PERSONS and and Notarial Seal the day and year aforesaid.

FILED AND RECORDED JANUARY 11" 1955 at 2:50 P.M.

This Mortgage, Made this

10 th

day e

January in the year pineteen

in the year nineteen hundred and fifty-five

, by and betwee

Catherine V. Sindy, widow,

of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee,

Witnesseth:

Whereas, the said

Catherine V. Sindy, widow,

stand indebted unto the said The Liberty Trust Company in the just and full sum of

Two Thousand (\$2,000.00) - - Dollars,
payable to the order of the said The Liberty Trust Company, one year after date with interest from
date at the rate of S1x (6%) per centum per annum, payable quarterly as it accrues,
at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30,
September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be
payable on March 31, 1955

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Catherine V. Sindy, widow.

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All those lots or parcels of ground situated in Cellulose City, Allegany County, and State of Maryland, and known and designated as Lots Nos. 39 and 40 of Section A, on the Plat of said Addition which is filed in Liber No. 125, folio 551, one of the Land Records of Allegany County, Maryland, which said lots are more particularly described as one parcel as follows, to-wit:

BEGINNING for Lots Nos. 39 and 40 of Section A at a peg on the North side of Fifth Avenue and at the intersection of Fifth Avenue with a ten-foot alley and running thence with Fifth Avenue, North 82 degrees East 50 feet, thence North 8 degrees West 100 feet, South 82 degrees West 50 feet to an alley and with said alley, South 8 degrees East 100 feet to the beginning.

It being the same property which was conveyed unto Leroy Wallace Sindy, then unmarried, by Henry Snyder, widower, by deed dated the 31st day of October, 1936, and recorded in Liber No. 176, folio 174, one of the Land Records of Allegany County. The said Leroy Wallace Sindy thereafter intermarried with Catherine V. Sindy. The said Leroy Wallace Sindy has since departed this life leaving a Last will and Testament which was duly probated on November 8, 1946, and recorded in Liber V. folio 344, in the Office of the Register of Wills, and devising said property unto Catherine V. Sindy, his widow.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgages, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shail pay to the said mortgagee, its successors or assigns, the aforesaid sum of Two Thousand (\$2,000.00) - - - Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof future advances made at the Mortgagee's option, prior to the full
payment of the mortgage debt, but not to exceed in the aggregate the
sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount
which would make the mortgage debt exceed the original amount hereof,
provided the full amount of any such advance is used for paying the
cost of any repair, alterations or improvments to the mortgaged property, as provided by Chapter 923 of the Laws of Maryland passed at
the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public items levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes , its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which saie shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgage, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Two Thousand (\$2,000,00) - - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lies or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.



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ATTEST:

Catherine V. Sindy (Catherine V. Sindy

| | STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT: |
|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | I hereby Certify, that on this 10 day of January in the year ninetee |
| | hundred and fifty-five before me, the subscriber, a Notary Public of th |
| | State of Maryland in and for the county aforesaid, personally appeared |
| | · |
| | Catherine V. Sindy, widow, |
| | and she acknowledged, the foregoing mortgage to be her act and |
| | deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgages and made oath in due form |
| | of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the |
| | said Charles A. Piper, |
| | did further, in like manner, make oath that he is the President, and agent or attorney for said |
| | corporation and duly authorized by it to make this affidavit. The second representation of the second representation of the second representation of the second representation of the second representation of the second representation of the second representation of the second representation of the second representation of the second representation of the second representation of the second representation of the second representation of the second representation of the second representation of the second representation of the second representation of the second representation of the second representation of the second representation of the second representation of the second representation of the second representation of the second representation of the second representation of the second representation of the second representation of the second representation of the second representation of the second representation of the second representation of the second representation of the second representation of the second representation of the second representation of the second representation of the second representation of the second representation of the second representation of the second representation of the second representation of the second representation of the second representation of the second representation of the second representation of the second representation of the second representation of the second representation of the second representation of the second representation of the second representation of the second representation of the second representation of the second representation of the second representation of the second representation of the second representation of the second representation of the second representation of the second representation of the second representation of the second representation of the second representation of the second representation of the second representation of the second representation of the second representation of the second representation of the second |
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Notary Public |
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| | PURCHASE MONEY This/ Mortgage, Made this /2 day of January in the year Nineteen Hundred and Fifty-five , by and between |
| | PURCHASE MONEY This/ Mortgage, Made this /2 day of January in the year Nineteen Hundred and Fifty-five , by and between |
| | FILED AND RECURDED JANUARY 12"1955 at 2:30 P.M. PURCHASE MONEY This/ Martgage, Made this /2 day of January in the year Nineteen Hundred and Fifty-five , by and between James W. Murphy, Sr. and Helen F. Murphy, his wife, of Allegany County, in the State of Maryland |
| | FILED AND RECURDED JANUARY 12"1955 at 2:30 P.M. PURCHASE MONEY This/Anrigure, Made this /2 day of January in the year Nineteen Hundred and Fifty-five, by and between James W. Murphy, Sr. and Helen F. Murphy, his wife, ofAllegany |
| | FILED AND RECURDED JANUARY 12"1955 at 2:30 P.M. PURCHASE MONEY This/ Marigage, Made this /2 day of January in the year Nineteen Hundred and Fifty-five, by and between James W. Murphy, Sr. and Helen F. Murphy, his wife, of Allegany |
| | FILED AND RECURDED JANUARY 12"1955 at 2:30 P.M. PURCHASE MONEY This/ Martgage, Made this /2 day of January in the year Nineteen Hundred and Fifty-five , by and between James W. Murphy, Sr. and Helen F. Murphy, his wife, of Allegany County, in the State of Maryland |
| | FILED AND RECURDED JANUARY 12"1955 at 2:30 P.M. PURCHASE MONEY This/Ahrinage, Made this /2 day of January in the year Nineteen Hundred and Fifty-five , by and between James W. Murphy, Sr. and Helen F. Murphy, his wife, of Allegany County, in the State of Maryland, Maryland, a corporation duly incorporated under the Laws of the State of Maryland, with its principal place of business in Cumberland, Allegany County, Maryland, party of the second part, WITNESSETH: |
| | PURCHASE MONEY This/Martinary, Made this |
| | PURCHASE MONEY This/ Harrigage, Made this /2 day of January in the year Nineteen Hundred and Fifty-five , by and between James W. Murphy, Sr. and Helen F. Murphy, his wife, of Allegany County, in the State of Maryland, maryland, a corporation duly incorporated under the Laws of the State of Maryland, with its principal place of business in Cumberland, Allegany County, Maryland, party of the second part, WITNESSETH: Wibereas, the said James W. Murphy, Sr. and Helen F. Murphy, his wife, |
| | PURCHASE MONEY This/Martinary, Made this |

annum, to be computed monthly on unpaid balances, in payments of at least One Hundred and no/100---- Dollars (\$ 100.00) per month plus interest; the first of said monthly payments being due one month from the date of these presents and each and every month thereafter until the whole principal, together with the interest accured thereon, is paid in full, to secure which said principal, together with the interest accuring thereon, these presents are made.

And Unbereas, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said James W. Murphy, Sr. and Helen

F. Murphy, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said CUMBER-LAND SAVINGS BANK of Cumberland, Maryland, its successors or assigns, the following property, to-wit:

FIRST: All that lot or parcel of ground situated on the Christie Road, also known as the Country Club Road, about three miles east of the City of Cumberland, in Allegany County, State of Maryland, and more particularly described as follows to wit:

BEGINNING for the same at a solid iron stake standing on the south side of the Christie Road at the original end of the first line of the adjoining property conveyed by Walter G. Ebert, et ux, to Robert S. Street, et ux, by deed dated the loth day of Pebruary, 1953, and recorded in Liber No. 247, folio 519, one of the Land Records of Allegany County, said iron stake replaces the original wooden stake and lies South 53 degrees and no minutes East 181 feet from a planted stone at the intersection of the south side of the Christie Road and and the northwest side of the Neal Road, and running thence with the second line of the said Street deed (Magnetic Bearings as of 1954 and with Horizontal Measurements) South 10 degrees and 21 minutes West 568

feet to a solid iron stake standing at the original wooden stake and placed there originally to mark the end of this line, said iron stake also stands on the high bank of the north side of the said Christie Road, South 72 degrees and 34 minutes East 44-8/10 feet to a locust stake, and South 78 degrees and 17 minutes East 44-8/10 feet to an iron stake which replaces the original wooden stake marking this corner, the last named stake also stands at the southwest corner of the Lee R. Alexander property adjoining, thence leaving the said north side of the Christie Road, North 6 degrees and no minutes East 551-2/10 feet to an iron stake on the south side of the Christie Road aforementioned, the last named described, thence with the said south side of the Christie Road and the fifth and sixth lines corrected to the original survey of the whole walter G. Ebert property, North 73 degrees and 4 minutes West 90-85/100 feet to a stake, and North 63 degrees and no minutes West 57-65/100 feet

IT BEING the same property which was conveyed to JAMES W. MURPHY, SR. and HELEN F. MURPHY, his wife, by ROBERT LITTLE EBERT and ELTA MAE EBERT, his wife, by deed of even date herewith and intended to be recorded among the Land Records of Allegany County immediately prior to the recording of this mortgage.

SECOND: All that lot or percel of ground situated on Goethe Street, in the City of Cumberland, Allegany County, and State of Maryland, known and designated as part of Lot No. 48 in Henderson and Pearre's Addition to Cumberland, a plat of which Addition is recorded among the Land Records of Allegany County, Maryland in Liber 38, folio 562, said lot hereby conveyed being more particularly described as follows:

BEGINNING at the end of the first line of Lot No. 47 of said
Henderson and Pearre's Addition, and running thence with Goethe Street
North 26-3/4 degrees East 25 feet; thence South 63-1/4 degrees East
78 feet to a private alley; then with said alley, South 37-3/4 degrees
West 26 feet to the second line of Lot No. 47; then North 63-1/4 degrees
West 72g feet to the beginning.

It being the same property which was conveyed to JAMES WILLIAM MURPHY and HELEN FRANCES MURPHY, his wife, perties of the first part herein, by JOSEPHINE S. MOSER, widow, by deed dated November 21, 1946, and recorded in Liber 212, folio 381, of the Land Records of Allegany County, Maryland.



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Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining. Provided, that if the said JAMES W. MURPHY, SR. and HELEN F. MURPHY, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said CUMBERLAND SAVINGS BANK of Cumberland, Maryland, its successors or assigns, the aforesaid sum of Fifteen. Thousand and Nine Hundred and no/100---- Dollars) together with interest thereon, as and when the same shall become du and payable, and in the meantime do and shall perform all the covenants herein on __their_ part to be performed, then this mortgage shall be void. And it is Agreed that until default be made in the premises, the said. Jemes W. Murphy, Sr. and Helen F. Murphy, his wife, may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said James W. Murphy, Sr. and Helen F. Murphy, his wife, hereby covenant to pay when legally demandable. But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said CUMBERLAND SAVINGS BANK of Cumberland, Maryland, its successors or and assigns, or -Gorman E. Getty his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much theref as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said James W. Murphy, Sr. and Helen F. Murphy, his wife, their _heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, helrs or assigns. Hnd the said James W. Murphy, Sr. and Helen F. Murphy, his wife, insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Sixteen Thousand and no/100----- Dollars, and to cause the policy or policies Issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee , its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policles forthwith in possession of the mortgagee , or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt. Hittiess, the hand and scale of the said mortgagor s Attest: marion C. moore [SEAL] [SEAL] _[SEAL]

USER 309 RIGE 384

State of Maryland, Allegany County, to wit:

James W. Murphy, Sr. and Helen P. Murphy, his wife,

and they acknowledged the aforegoing mortgage to be their

act and deed; and at the same time before me also personally appeared

Marcus A. Naughton an agent of the CUMBERLAND SAVINGS BANK, of Cumberland, Maryland.

the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and the said

Marcus A. Naughton further made oath in due form of law that he is the Vice-President and agent, of the CUMBERLAND SAVINGS BANK of Cumberland, Maryland and duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Marian C. Moore 5 1

Metger lety

FILED AND ASCORDED JANUARY 12" 1955 at 3:10 P.M.

This Mortgage, Made this

11#

day of

January

in the year nineteen hundred and

Cifty-Five

, by and between

of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgager, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgages,

Witnesseth:

Whereas, the said

Harry M. Deter and Betty Lee Deter, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of
Two Thousand (\$2,000.00) - - - Dollars,
payable to the order of the said The Liberty Trust Company, one year after date with interest from



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date at the rate of S1x (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on March 31, 1955

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Harry M. Deter and Betty Lee Deter, his wife,

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

FIRST: All that lot or parcel of ground situated near the Little Valley Road about one and one-half miles Northeasterly of the City of Cumberland. Allegany County, Maryland, known and designated as Lot No. 5, Section B, of Bowman's Cumberland Valley Addition to Cumberland, Maryland, and described as follows, to-wit:

BEGINNING at the end of the first line of Lot No. 113 on the Westerly side of Light Street, and running thence with the Westerly side of said Light Street, North 43 degrees 56 minutes East 50 feet; thence North 46 degrees 4 minutes West 193 feet. more or less, to the Easterly side of Martin Street; thence with the Easterly side of Martin Street in a Southwesterly direction 50 feet, more or less, to the end of the second line of Lot No. 44, thence with the said second line reversed, South 46 degrees 4 minutes East 187 feet more or less, to the beginning. Being Lot No. 5. Section B. as shown on the Amended Plat No. 2 of Bowman's Cumberland Valley Addition to Cumberland

SECOND: All that lot or parcel of ground situated near the Little Valley Road about one and one-quarter miles Northeasterly of the City of Cumberland. Allegany County, Maryland. known and designated as Lot No. 6 in Cumberland Valley Addition to Cumberland, and particularly described as follows. to-wit:

BEGINNING at a point on the Westerly side of Light Street at the end of the first line of Lot No. 5 in said Addition, and running thence with the Westerly side of said Light Street, North 43 degrees 56 minutes East 50 feet; then North 46 degrees 4 minutes West 199-8/10 feet to the Easterly side of Martin Street; thence with the Easterly side of said Martin Street, South 37 degrees 26 minutes West 50-3/10 feet to the end of the second line of said Lot No. 5; thence reversing the said second line. South 46 degrees 4 minutes East 194-18/100 feet to the beginning.

It being the same property which was conveyed unto the said Mortgagors by Robert I. Dom, individually and as Trustee for Robert I. Dom, Jr. and Pluma Mae Dom, his wife. by deed dated January 5, 1948, and recorded in Liber No. 218, folio 559, one of the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Two Thousand (\$2,000.00) - - - Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations, or improvements to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and physble, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes , its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Two Thousand (\$2,000.00) - - - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Harry M. Deter

S. Marry M. Deter

(SEAL)

GIATE OF MARTINENE, REMEDIANT COUNTY, TOWERS

I hereby Certify, that on this // day of January in the year nineteen hundred and fifty-five before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

State of Maryland in and for the county aforesaid, personally appeared
Harry M. Deter and Betty Lee Deter, his wife,

and each acknowledged, the foregoing mortgage to be their set and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgages and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper,

did further, in like manner, make oath that he is the President, and agent or attorney for said semporation and duly authorised by it to make this affidavit.

th witness whereof I have hereto set my hand and affixed my notarial seal the day and year

Janu M. Sorley



Commerced and States and Andrews

FILED AND RECORDED JANUARY 12"1955 at 8:40 A.M.

PURCHASE MONEY

This Morigage, Made this 11th

day of January

in the year nineteen hundred and fifty-five

by and between

AUGUSTUS A, HEBB and ZELINA M, HEBB, his wife,

of Allegany County and the State of Maryland, parties of the first part and the

Western Maryland Building and Loan Association, Incorporated, a corporation duly incorporated under the Laws of the State of Maryland, party of the second part, WITNESSETH:

WHEREAS, the said parties of the first part, being members of the said Western Maryland Building and Loan Association, Incorporated, have received therefrom an advance loan of

- - TWENTY-FIVE HUNDRED and 00/100 (\$2500.00) - - Dollars, on - - Twenty-five (25) Shares of stock, upon the condition that a good and effectual mortgage be executed by the said part ies of the first part to the said Body Corporate, to secure the payment of the sums of money at the times and in the manner hereinafter mentioned, and the performance of and compliance with the covenants, conditions and agreements herein mentioned, on the part of the said parties of the first part.

AND WHEREAS, this mortgage shall also secure future advances as provided by section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 928 of the Laws of Maryland, 1945, or any future amendments thereto.

NOW THEREFORE THIS MORTGAGE WITNESSETH: That in consideration of the premises and the sum of \$1.00 (One Dollar) the said parties of the first part do hereby grant, bargain and sell and convey unto the said Western Maryland Building and Loan Association, Incorporated, its successors or assigns all that lot or parcel of land lying in the City of Cumberland, Allegany County and the State of Maryland and more particularly described as follows:

ALL that lot or parcel of ground situated on the easterly side of Columbia Avenue in the City of Cumberland, Allegany County, Maryland, known and designated as part of Lot Number Eight in Section D in the Cumberland Improvement Company's Northern Addition to Cumberland, and particularly described as follows, to wit:-

BEGINNING for the same at a point on the easterly side of Columbia Avenue at the end of the first line of Lot Number Seven, of Section D and running thence with the easterly side of Columbia Avenue, North sixty-eight degrees and forty-five minutes West thirty-one and one-half feet to intersect a line drawn through the center of the partition wall of the double frame dwelling on said Lot Number Eight and running thence with said intersecting line through the center of said partition wall, it being also at right angles to Columbia Avenue, North twenty-one degrees and fifteen minutes East one hundred and forty feet to the westerly eide of a twenty foot alley, thence with the westerly side of said alley, South sixty-eight degrees and forty-five minutes East thirty-one and one-half feet to the end of the second line of the aforesaid Lot Number Seven, thence reversing said second line, South twenty-one degrees and fifteen minutee West one hundred and forty feet to the place of beginning.

IT being the same property which was conveyed by Eva Agnes Reynolds to Augustus A. Hebb et ux by deed dated as of even date herewith and to be recorded among the Land Records of Allegany County, Maryland prior to the recordation of this mortgage which is given to secure part of the purchase price of the property therein described and conveyed.

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TOO STRIES, with the rights, roads, ways, waters, privileges and appurishances there or in anywise appertaining.

TO HAVE AND TO HOLD the said property unto the said Western Maryland Building and Loan Association, Incorporated, its successors and assigns, forever in fee simple.

PROVIDED HOWEVER that if the said parties of the first part make , or cause to be made the payments, and perform and comply with the covenants, conditions and agreements herein mentioned on their part to be made and done, then this mortgage shall be not and the said parties of the first part hereby covenant and agree with the said Western Maryland Building and Loan Association, Incorporated, its successors or assigns, to pay and perform as follows: that is to make

FIRST: To pay to the said Corporation, its successors or assigns, the principal sum of - - - Twenty-five Hundred and 00/100 - - - - - - Dollars with five per cent interest thereon, payable in 96 monthly payments of not less than \$31.65 on or before the 11th day of each month hereafter until the whole of the said principal debt and interest and any future advances as aforesaid are paid, the first monthly payment to be due on the 11th February, 1955, at the office of the said Western Maryland Building and Loan Association, Incorporated. The final payment, if not sooner paid, to be due on the 11th day of January, 19 63.

It is understood and agreed that the parties of the first part have the right to pay, in addition to the aforementioned monthly payments, the principal sum then due hereunder or any part thereof, in an amount equal to one or more monthly payments.

SECOND: To pay all taxes due and assessments legally levied on the said property, which have been or may be hereafter levied or charged on said property, when and as the same shall become payable and in default of such payment the said mortgages may pay the same and charge such sum or sums against said mortgage debt as part thereof.

THIRD: And the said parties of the first part do further convenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Twenty-five Hundred and 00/100 - - - - -And to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure the benefit of the mortgages, its successors or assigns, to the extent of its claim hereunder, and to place such policy or policies forthwith in possession of the mortgages or the mortgages may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

PROVIDED that if default shall be made by the said part ies of the first part or by any one who may assume the payment of this mortgage, of the payments of the aforesaid sums of money, including any future advances or either of them, in whole or in part, or in any one of the agreements, covenants or conditions of this mortgage, then and in that event, the whole mortgage debt and interest hereby intended to be secured shall be deemed due and demandable and it shall be lawful for the said Western Maryland Building and Loan Association, Incorporated, its assigns, or

William R. Carscaden, _its, or their duly constituted attorney, to sell the property hereby mortgaged, for cash and to grant and convey the same to the purchaser or the purchaser ers thereof, or to his, her or their assigns, which sale shall be made in the manner following, to wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in the City of Cumberland, Maryland, and in the event of a sale of said property under the powers thereby granted, the proceeds arising from said sale shall be applied:

FIRST: To the payment of all expenses incident to such saie, including taxes, and commission of eight (8%) percent to the party selling or making such sale; in case the said property is advertised under the power herein contained and no sale thereof made, that, in that event, the party so advertising shall be paid all expenses incurred and one-half of the said commission.

SECOND: To the payment of all claims and demands of said Mortgages, its successors or assigns hereunder, whether the same shall have been matured or not and the balance, if any, to be paid to the said the parties of the first part as their interest may appear.

WITNESS the hands and seals of the mid parties of the first part hereto, the day and year hereinbefore written.

State of Maryland, Allegany County, to wit:

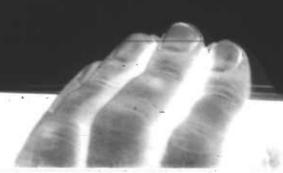
I hereby certify that, on this

day of January

before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared Augustus A. Hebb and Zelina M. Hebb, his wife, and they acknowledged the aforegoing mortgage to be their act; and at the same time;

before me, also personally appeared Clament G. May an agent of the within named mortgages, and made outh in due form of loss that the consideration mentioned in the aforegoing mortgage is true and bone fide as therein out forth:

Glament
outh that he is the Encretary



BER 309 PAGE 389

make this affidavit.

In witness whereaf, I have hereunto set my hand and affixed my Notarial Scal this lith day of January 1955.

NCTAD W

Patty and Danie Notary Public

Titgel I ty

FILED AND RECORDED JANUARY 12" 1955 at 12:15 P.M.

THIS MORTGAGE, Made this _____ day of January, 1955, by and between EGHERT N. STALLINGS and ANNA G. STALLINGS, his wife, of Allegany County, Maryland, parties of the first part, and THE FIRST NATIONAL BANK OF CUMBERLAND, a banking organization, duly organized under the laws of the United States, party of the second part, WITNESSETH:

WHEREAS, the parties of the first part are justly and bona fide indebted unto the party of the second part in the full and just sum of Three Thousand Seven Hundred and Eighty (\$3,780.00) Dollars, with interest from date at the rate of four and one-half per cent (42%) per annum, which said sum is part of the purchase price of the property hereinafter described and this mortgage is hereby declared to be a Purchase Money Mortgage, and which said sum the said parties of the first part covenant and agree to pay in equal monthly installments of Twenty Eight Dollars and Ninety Two Cents (\$28.92) on account of interest and principal, beginning on the _____ day of march , 1955, and continuing on the same day of each and every month thereafter until the whole of said principal sum and interest is paid. The said monthly payments shall be applied, first, to the payment of interest, and, secondly, to the payment of principal of the mortgage indebt-

NOW, THEREFORE, THIS MORTGAGE WITNESSETH:

That for and in consideration of the premises and of the sum of One (\$1.00) Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness, together with the interest thereon, and in order to secure the prompt payment of such future advances, together with the interest thereon, as may be made by the party of the second part to the parties of the first part prior to the full payment of the aforesaid mortgage indebtedness and not exceeding in the aggregate the sum of Five Hundred (\$500.00) Dollars, and not to be made in an amount which would cause the total mortgage indebtedness to exceed the original amount thereof and to be used for paying the cost of any repairs, alterations or improvements to the hereby mortgaged property, the said parties of the first part do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors and assigns:

ALL that certain lot, piece, or parcel of ground situated in the City of Cumberland, Allegany County, Maryland, and more particularly described as follows, to-wit:

BEGINNING for the same at a stone marked 11 standing on the West side of Bedford Street (formerly called Blocker Street or Market Street), and on the South side of Sharp Street and running with Bedford Street, South twenty-six and one-half degrees West thirty feet to a stone marked Number 12, then North sixty-three and one-half degrees West one hundred and twenty feet to Hill Street, then with said Street, North twenty-six and one-half degrees East thirty feet to Sharp Street, and then with said Sharp Street by a straight line to the beginning.

It being the same property conveyed in a deed of even date herewith by Augustus A. Hebb and Zelma M. Hebb, his wife, to the parties of the first part, and intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with this mortgage.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executore, administrators or assigns, do and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of Three Thousand Seven Hundred Bighty (\$3,780.00) Dollars, together with the interest thereon,



in the manner and at the time as above set forth, and such future advances, together with the interest thereon, as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all of which taxes, mortgage debt and interest thereon the said parties of the first part hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the parties of the first part shall not pay all of said taxes, assessments and public liens as and when the same become due and payable, the second party shall have the full legal right to pay the same, together with all interest, penalties, and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors or assigns, or Walter C. Capper, their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under

this mortgage, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, whether the same shall have then matured or not, and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and on case of advertisement under the above power, but no sale, one-half of the above commissions shall be allowed and paid by the mortgagors, their representatives, heirs and assigns.

and the said parties of the first part further covenant to insure forthwith and, pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgages or its successors or assigns, the improvements on the hereby mortgaged property to the amount of at least Three Thousand Seven Hundred and Eighty (\$3,780.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed as, in case of fire, to inure to the benefit of the mortgages, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgages, or the mortgages may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hands and seals of the said mortgagors.

WITNESS as to both:

Calif M Stallings (SEAL)

a.a. Ithinish

anna & Stallings (SEAL)

STATE OF MARYLAND,

I HERREY CERTIFY, That on this // day of January,
1955, before me, the subscriber, a Notary Public in and for the
State and County aforesaid, personally appeared EGHERT N.
STALLINGS and ANNA G. STALLINGS, his wife, and each acknowledged the aforegoing mortgage to be their respective act and
deed; and, at the same time, before me also personally appeared
ALHERT M. TINDAL, President of The First Entional Bank of
Cumbanish, the within named mortgages, and made oath in due

OIA/).



and bona fide as therein set forth.

WITNESS my hand and Notarial Seal.

Notary Public

Pr Commission expires May 2, 1955

FILED AND RECORDED JANUARY 13"1955 at 10:50 A.M.

| This | Mortgage, | Made this /27# day of | JANUARY | in the |
|----------|----------------------|---------------------------|---------|--------|
| ear Nine | teen Hundred and fif | ty <i>FIVE</i> by and bet | ween | |

RUBY LECHLITER (sometimes known as Ruby D. Wolford)
unmarried,

of Allegany County, in the State of Maryland, party of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 6 per cent. per annum, in the manner following:

By the payment of Fifty and 00/100 - - - - - - - - (\$50,00) Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagers do give, grant bargain and sell, convey, release and confirm unto the said mortgages, its successors or assigns, in fee simple, all the following described property, to-wit:

All those lots, pieces or parcels of ground lying and being in Allegany County, Maryland, and known as Lots Nos. 7 and 8 of the Hymes Real Estate Development in Election District No. 16 and located near what is known as the Blue Valley Road leading from the Uhl Highway to Mexico Farms, which said lots are more particularly described as follows, to wit:

Lot No. 7: Beginning for the same at a stake located along the westerly side

of a newly constructed road running into the southerly side of the Blue Valley Road, which said stake is located at the end of a line drawn South 52 degrees 6 minutes West 150 feet from the beginning point of a series of lots of which this lot is a part, which said point of beginning of said series of lots is at the end of a line drawn North 53 degrees 35 minutes West 30 feet from the end of the ninth line in a deed from Eleanor C. Johnston to Russell Lee Hymes et ux dated August 6, 1941, and recorded in Deeds Liber 190, folio 718; thence with the rear lines of Lots 1 and 2 of the Hymes Real Estate Development, North 53 degrees 35 minutes West 75 feet; thence North 56 degrees 20 minutes West 75 feet; thence South 49 degrees West 81.8 feet; thence South 51 degrees 15 minutes East 150 feet to a stake located on the westerly side of a newly made 30 foot road; thence with said side of said road, North 52 degrees 6 minutes East 90 feet to the place of beginning.

Lot No. 8: Beginning for the same at a stake located along the westerly side of a newly constructed road running into the southerly side of the Blue Valley Road, which said stake is located at the end of a line drawn South 52 degrees 6 minutes West 240 feet from the beginning point of a series of lots of which this lot is a part, which said point of beginning of said series of lots is at the end of a line drawn North 53 degrees 35 minutes West 30 feet from the end of the ninth line in a deed from Eleanor C. Johnston to Russell Lee Hymes et ux dated August 6, 1941; and recorded in Deeds Liber 190,

folio 718; thence with the division line between Lots 7 and 8, North 51 degrees 15 minutes West 150 feet to a stake; thence South 57 degrees 37 minutes West 40, 8 feet to a stake; thence South 37 degrees 54 minutes East 150 feet to a stake standing on the northwesterly side of the aforementioned newly constructed road; thence with said side of said road, North 52 degrees 6 minutes East 75 feet to the place of beginning. The hereinbefore described and conveyed property is outlined in red on the plat attached hereto and made a part hereof.

It being the same property which was conveyed to Ruby D. Wolford by Oscar T. Wolford by deed dated December 18, 1954, and to be recorded among the Land Records of Allegany County, Maryland, prior to the recordation of this mortgage. The said Ruby D. Wolford was formerly married to Oscar T. Wolford. However, she was granted the right to resume the use of her maiden name, by decree dated November 5, 1954, in a case known as No. 23, 754 Equity in the Circuit Court for Allegany County, Maryland.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgages may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgages or wherein the Mortgages is the Beneficiary and which is held by the Mortgages as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that shalley will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

to bave and to bold the above described land and premises unto the said mortgages, its successors and assigns, forever, provided that if the said mortgages heirs, executors, administrators or assigns, do and shall pay to the said mortgages its successor or assigns, the aforesaid indebtedness together with the interest thereon and when the same shall become due and payable, and in the meantime do and shall perform all the community have no har part to be performed, then this mortgage shall be void.

Bind it is Egreed that until default be made in the premises, the said mortgagor may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgage, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagers, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax recipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governments within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governments way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the fallure of the mortgage may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgager may demand of the mortgage for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation—, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagor's written consent, or should the same be encumbered by the mortgagors, their heirs of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereb

Tor thirty consecutive days,

Hitness, the hand and seal of said mortgagors

Attest

Ruby Lechliter

Ruby Lechliter

Ruby Lechliter

Seal

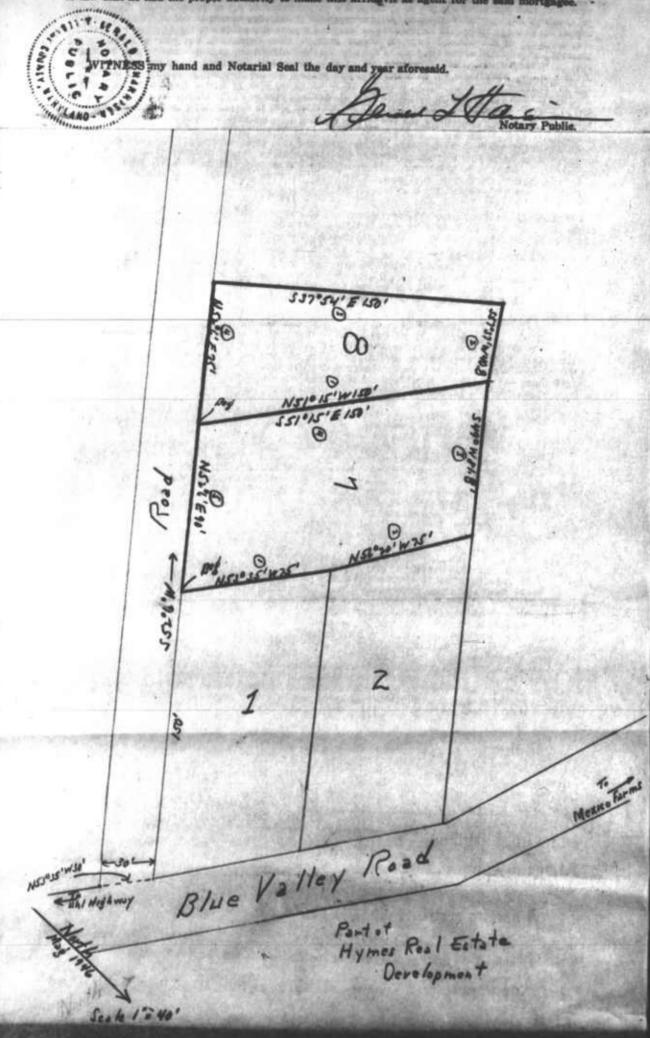
Allegang County, in-mit:

Thereby rertify, That on this 127N day of 12N on the subscriber, in the year nineteen Hundred and Fifty FIVE , before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

RUBY LECHLITER, (sometimes known as Ruby D. Wolford), unmarried

the sale mortgagors herein and she acknowledged the aforegoing mortgage to be their act

and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgages and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgages.



10 Wager 624 Else St lity

Unbercas, the Party of the first part is indebted unto the Party of the second part in the full and just sum of THREE HUNDRED AND FIFTY (\$350) DOLLARS as is evidenced by his promiseory note of even date made payable to the order of the Party of the Second part in the sum of Three Hundred and Fifty Dollars, with obligation to pay the same in regular monthly installments of at least TWENTY-THREE (\$23) DOLLARS on account of principal together with interest at the rate of six (6%) per cent per annum, interest to be payable semi-annually as it accrues.

does give, grant, bargain and sell, convey, release and confirm unto the said Charles W. Raygor, widower,

heirs and assigns, the following property, to-wit:

All that lot or parcel of ground designated as Lot No. 5 as laid out by Marcia L. Bockrath, eituated in Election District No. 23 in Allegany County, State of Maryland, which is particularly described as follows, to-wit:

BEGINNING for the same at a stake on the Northwestsrly
side of Morning Side Drive which drive leads from the Nave Crose
Road to the property hereby conveyed said point of BEGINNING being at

1000 309 REG 398

the end of 240 feet on the said side of Morning Side Drive measured in a Southwesterly direction from the common corner of the land of the present grantor and the land of Guy Valentine and running thends on the Northwesterly side of Morning Side Drive, South 34 degrees West 60 feet to a stake, thence North 57-3/4 degrees West 537 feet, thence North 28-1/2 degrees East 60.5 feet to a stake, thence on the boundary line between Lots Nos. 4 and 5 of said Addition, South 57-3/4 degrees East 538 feet to the place of BEGINNING.

This being the same property which was conveyed by Charles W. Raygor, Widower, unto the said Joseph R. Lindner by deed dated October 18, 1954, and recorded among the Land Records of Allegany County, Maryland, prior to the recordation of this mortgage.

Also conveyed in this mortgage is one 1941 Oldsmobile sedan automobile, Serial No. 7666987, Title No. F 663664,

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

THREE HUNDRED AND FIFTY DOLLARS

ASSESSMENT OF THE RESERVE

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

End it is Egreed that until default be made in the premises, the said.

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said.

Charles W. Haygor, Widower,



| to the payment of all moneys owing under this mortga | |
|----------------------------------------------------------------------------------------------------|-------------------------------------------|
| matured or not; and as to the belease to any | ge, whether the same shall have been then |
| matured or not; and as to the balance, to pay it over to | the said |
| in case of advertisement under the above power but no shall be allowed and naid by the more but no | ried, his heirs or assigns, and |
| shall be allowed and paid by the mortgagor his | sale, one-half of the above commission |
| | |
| End the said Jos | eph R. Lindner, unmarried |
| insure forthwith and not discovered | further covenants to |
| perfuling the existence of this mortg | rage, to keep insured by some incurrence |
| or companies acceptable to the mortgagee or | h í e |
| and improvements on the hereby mortgaged land | to the amount of at least |
| and to cause the rollow or rollois. | IFTY Dollars, |
| policies issued therefor to be s | so framed or endorsed as in an an |
| his | heirs or assistant at |
| their lien or claim | haraundan and A. I |
| or the mortgagee or the | n mowton man a service as |
| thereon with interest as part of | the mortgage debt |
| Hittess, the hand and seal of said mortgagor . | |
| Attest: | |
| Rosalie a. Crabbice Justh | R. Lindner [SEAL] |
| State of Maryland, | |
| Allegany County, to-wit: | |
| I hereby certify. That on this. 15 | the day of January, |
| in the year ninetcen Hundred and Fifty -five | before me, the subscriber |
| a Notary Public of the State of Maryland, in and for said | County, personally appeared |
| Joseph R. Lindner, unm | |
| and he acknowledged the aforegoing mortgage | to be his |
| act and deed; and at the same time before me also personal | ly appeared |
| Charles W. Raygor, Wid | lower. |
| the within named mortgagee, and made oath in due form of | of law that the same town, |
| mortgage is true and bona fide as therein set for forth. | naw, that the consideration in said |
| AUA MIL | CHY? |
| | \$ 250 3 |
| WITNESS my hand and Notarial Seal the day and year | ir aforesaid. |
| | 180 |

netzel Esty

PILED AND ASCORDED JANUAR 14" 1955 at 1:55 P.M.

This Mortgage, Made this.

day of January

in the year Nineteen Hundred and Fifty -Five

by and between

John L. Conway and Virginia L. Conway, his wife,

of Alle gany

County, in the State of

Mary land

part 108 of the first part, and CUMBERLAND SAVINGS BANK of Cumberland, Maryland, a corporation duly incorporated under the Laws of the State of Maryland, with its principal place of business in Cumberland, Allegany County, Maryland, party of the second part, WITNESSETH:

Unbereas, the said John L. Conway and Virginia L. Conway, his wife

stand indebted unto the CUMBERLAND SAVINGS BANK of Cumberland, Maryland, in the just and full sum of Seventeen Thousand and no/100------

Dollars (\$ 17,000.00), to be paid with interest at the rate of four per cent (4%) per annum, to be computed monthly on unpaid balances, in payments of at least Seven Hundred and no/100 Dollars (\$ 700.00) per minimization interest; Electron and monthly sayments being shown as a seven that depends the sayments being shown as a seven that depends the sayments being shown as a seven that depends the sayments being shown as a seven that depends the sayments being shown as a seven that depends the sayments are sayed as a seven that the same sayments are sayed as a seven that say a seven that say a seven that say a seven that say a seven that say a seven that say a seven that say a seven that say a seven that say a seven that say a seven that say a seven that say a seven that say a seven that say a seven that say a seven that say a seven that say a seven that say a seven that say a seven that say a seven that say a seven that say a seven that say a seven that say a seven that say a seven that say a seven that say a seven that say a seven that say a seven that say a seven that say a seven that say a seven that say a seven that say a seven that say a seven that say a seven that say a seven that say a seven that say a seven that say a seven that say a seven that say a seven that say a seven that say a seven that say a seven that say a seven that say a seven that say a seven that say a seven that say a seven that say a seven that say a seven that say a seven that say a seven that say a seven that say a seven that say a seven that say a seven that say a seven that say a seven that say a seven that say a seven that say a seven that say a seven that say a seven that say a seven that say a seven that say a seven that say a seven that say a seven that say a seven that say a seven that say a seven that say a seven that say a seven that say a seven that say a seven that say a seven that say a seven that say a seven that say a seven that say a seven that say a seven that say a seven that say a seven that say a seven that say a

Dollars (2 700.00) per ministrols interest; included and monthly and the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of

End Unbereas, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1989 Edition) as repealed and re-enacted, with amendments, by Chapter 928 of the Laws of Maryland, 1945, or any future amendments thereto.

Bow Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity there-of, together with interest thereon, the said John L. Conway and Virginia L.

Conway, his wife,

presents are made.

do give, grant, bargain and sell, convey, release and confirm unto the said CUMBER-LAND SAVINGS BANK of Cumberland, Maryland, its successors or assigns, the following property, to-wit:

All that lot, piece or parcel of ground situate, lying and being on the Braddock Road in Allegany County, Maryland, about five and one-half miles West of the City of Cumberland, in the property known as Braddock Estates, shown on the plat attached hereto, and more particularly described as follows, to wit:

BEGINNING for the same at a point on the Southerly side of said Braddock Road, said point being distant 33 feet from the center line of said road, and at the beginning of a deed from Mary Jane Keeth, et al, to James P. Fraze, et ux, dated September 6, 1950, and recorded in Deeds Liber No. 232, folio 623, among the Land Records of Allegany County, Maryland, and running themse with the sixth line of said Fraze deed, South 12 degrees 44 minutes West 177.1 feet to



the right of way of the Potomec Edison Company, and with it North 77 degrees 10 minutes West 152.95 feet, thence leaving said right of way, North 21 degrees 10 minutes East 202.75 feet to the Braddock Road, and with it, South 63 degrees 40 minutes East 40.1 feet, and South 67 degrees 53 minutes East 79.4 feet to the place of beginning.

IT BEING the same property which was conveyed unto the said John L. Conway and Virginia L. Conway, his wife, by The Market Buildings, Inc., by deed dated June 23rd, 1953, and recorded in Liber 253, folio 371, one of the Land Records of Allegany County, Maryland.

Together with the building and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Ind it is Egreed that until default be made in the premises, the maid.

John L. Conway and Virginia L. Conway, his wife,

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public itens levied on said property, all which taxes, mortgage debt and interest thereon, the said. John L. Conway and Virginia L.

Conway, his wife, hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said CUMBERLAND SAVINGS BANK of Cumberland, Maryland, its successors or and assigns, or

his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit:

By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making sald sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

Virginia L. Conway, his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor S, their representatives, heirs or assigns.

Mnb the said John L. Conway and Virginia L. Conway, his wife,

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least

MINESS, the hand and seal s of said mortgagor

NO 100

Atten

State of Maryland, Allegany County, to-wit: I hereby certify, That on this_ , before me, the subscriber in the year nineteen hundred and fifty -five a Notary Public of the State of Maryland, in and for said County, personally appeared John L. Conway and Virginia L. Conway, his wife, they acknowledged the aforegoing mortgage to be act and deed; and at the same time before me also personally appeared. Marcus A. Naughton an agent of the CUMBERLAND SAVINGS BANK, of Cumberland, Maryland. the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and the said. Mercue A. Naughton further made oath in due form of law that he is Vice-President and agent, of the CUMBERLAND SAVINGS BANK of Cumberpiland and duly authorized to make this affidavit. FFNESS my hand and Notarial Seal the day and year aforesaid.

1 Luce Freken utte,

PURCHASE MONEY

Chils Marinary, Made this Eleventh day of September
in the year Nineteen Hundred and Fifty Four by and between

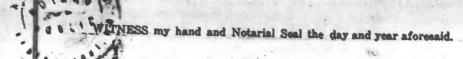
Gerald T. Rounds and Donna J. Rounds, his wife,

County, in the State of Maryland



| part les of the first part, and H. Melvin Robo and Verna Robo, his wife, |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| |
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| |
| of Baltimore County, in the State of Maryland |
| part ies of the second part, WITNESSETH: |
| All herens |
| parties of the second part, in the amount of FORTY FOUR HUNDRED THIRTY FOUR DOLLARS AND FORTY NINE CENTS (\$4,434.49), as evidenced by the Promissory Note of the said parties of the first part dated of even date herewith, made payable unto the order of the said parties of the facend part, ON DEMAND, in the amount of FORTY FOUR HUNDRED AND THIRTY FOUR DOLLARS AND FORTY NINE CENTS (\$4,434.49) with interest at the rate of Four and One-Half Percent (42%) per Annum, and WHEREAS, it is agreed by the said parties of the first part herein to execute this Mortgage for the secumity of said note, and it is further agreed that until demand is made for the full events. |
| the aforesaid interest, at least should be paid upon said many in at the aforesaid interest. |
| WHEREAS, the aforesaid money harmound to for all |
| hereinafter described real estate, and therefore this is known as a PERCHASE MONEY |
| |
| |
| |
| How Therefore, in consideration of the premises, and of the sum of one dollar in hand |
| paid, and in order to secure the prompt payment of the said indebtedness at the maturity there- |
| of, together with the interest thereon, the said parties of the first part |
| |
| do give, grant, bargain and sell, convey, release and confirm unto the said |
| parties of the second part, their |
| heirs and assigns, the following property, to-wit: |
| All of those two lots of ground situated on the Highway running from Westemport, to McCoole, in Allegany County, Marvland, known and numbered as Lots Number Eight (8), and Number Nine (9), as laid off by Ellsworth S. Boal; each lot being fifty (50) feet in width and One Hundred and Twenty [120) feet in length, and being the same property as conveyed unto the said parties of the first part herein by H. Melvin Bobo et ux., by deed dated September 11, 1954, and which deed is to be recorded among the Land Records of Allegany County, Maryland, prior to the recording of this Mortgage, and being also the same property as conveyed unto the said parties of the first part by the said parties of the second part by deed dated March 1, 1952, and recorded among the Land Records of Allegany County, Maryland, in |
| Cogether with the buildings and improvements thereon, and the rights, roads, ways, |
| waters, privileges and appurtenances thereunto belonging or in anywise appertaining. |
| Drovided, that if the said parties of the first part, their |
| heirs, executors, administrators or assigns, do and shall pay to the said |
| parties of the second part, their |
| executor, administrator or assigns, the aforesaid sum of FORTY FOUR HUNDRED THIRTY FOUR DOLLARS AND FORTY NINE CENTS (\$4,434.49), together with the interest thereon, as and when the same shall become due and payable, and in |
| the meantime do and shall perform all the covenants herein on their part to be |
| performed, then this mortgage shall be void. |
| And it is Agreed that until default be made in the premises, the said |
| parties of the first part |
| |
| may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, |

| mortgage debt and interest thereon, the said | parties of the first part |
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| hereby covenant to pay when legally demandable | |
| But in case of default being made in payment
terest thereon, in whole or in part, or in any agre-
then the entire mortgage debt intended to be here | of the mortgage debt aforesaid, or of the in-
ement, covenant or condition of this mortgage,
by secured shall at once become due and payable, |
| and these presents are hereby declared to be made | e in trust, and the mid parties of the |
| second part, their - | · 新统约的 (4) (4) |
| heirs, executors, administrators and assigns, or his, her or their duly constituted attorney or agent, time thereafter, to sell the property hereby mortge and to grant and convey the same to the purchase or assigns; which sale shall be made in manner f days' notice of the time, place, manner and terms of berland. Maryland, which said sale shall be at public from such sale to apply first to the payment of all axes levied, and a commission of eight per cent to the payment of all moneys owing under this | are hereby authorized and empowered, at any aged or so much therof as may be necessary, or or purchasers thereof, his, her or their heira following to-wit: By giving at least twenty of sale in some newspaper published in Cumic auction for cash, and the proceeds arising expenses incident to such sale, including all |
| natured or not; and as to the balance, to pay it ov | ortgage, whether the same shall have been then
er to the said <u>parties of the first par</u> |
| n case of advertisement under the above power bu | ut no sale, one-half of the above commission eir representatives, heirs or assigns. |
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| nure forthwith and reading the | further covenant to |
| nsure forthwith, and pending the existence of this i | |
| ompany or companies acceptable to the mortgagee | or their |
| ssigns, the improvements on the hereby mortgaged | land to the amount of at least |
| FORTY FIVE HUNDRED & .00/100 | Dollars |
| and to cause the policy or policies issued therefor to inure to the benefit of the mortgagee ,a, their | heirs or assigns, to the extent |
| d collect the premiums thereon with interest as p | claim hereunder, and to place such policy or
or the mortgagee may effect said insurance
art of the mortgage debt |
| Witness, the hand and seal of said mortgag | or |
| test: | ALL PROPERTY OF THE PARTY OF TH |
| race P. Whitworth Jr. | Level J. Pounds [SEAL] |
| Charles on any | Jonna J. Rounds (SEAL) |
| state of Maryland, | |
| llegany County, to-wit: | Con. 7* compos* where |
| I hereby certify, That on this 11 | th day of September, |
| the year nineteen Hundred and Fifty Four - | |
| Notary Public of the State of Maryland, in and fo | ocivity me, the aunocriner |
| Gerald T. Rounds and Donna J. Rounds, his | vife, |
| d have acknowledged the aforegoing mort | gase to be shall a mil |
| t and deed; and at the same time before me also pe | rannally appeared |
| . Melvin Bobo and Verna Bobo, his wife, | Super Control of the Control |
| within named mortgagee, and made oath in due | form of law that it |
| right to true and bona fide as therein set for forth | The connection as pro- |



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FILED AND RECORDED JANUARY 15"1955 at 9:20 A.M.

This Mortgage, Made this

13 M

day of

January

in the year nineteen hundred and fifty-five

, by and between

Harry L. Campbell and Wilma M. Campbell, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee, Witnesseth:

Whereas, the said

Harry L. Campbell and Wilma M. Campbell, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of

Ninety-Eight Hundred (\$9800.00) - - - Dollars,
payable to the order of the said The Liberty Trust Company, one year after date with interest from
date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues,
at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30,
September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be
payable on March 31, 1955

THIS MORTGAGE IS EXECUTED TO SECURE PART OF THE PURCHASE MONEY FOR THE PROPERTY HEREIN DESCRIBED AND CONVEYED AND IS, THEREFORE, A PURCHASE MONEY MORTGAGE.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Harry L. Campbell and Wilma M. Campbell, his wife, does hereby barghin and sell, give, grant, convey, transfer, assign, release and confirm unto the

said The Liberty Trust Company, its successors and assigns, the following property to-wit:

on the plat of the Allegany County Improvement Company's National Highway Addition to the City of Cumberland, Maryland, situated about three miles West of the City of Cumberland, Allegany County, Maryland, and described as follows:

ECINNING at a point on the Southeasterly side of "A" and running with said side of said Street, South 31 degrees 50 minutes West 50 feet, then South 58 degrees 10 minutes East 250 feet to the Northwesterly side of "B" Street, and with said side of said Street, North 31 degrees 50 minutes East 50 feet, then by a line North 58 degrees 10 minutes West 250 feet to the beginning.

Also all that parcel of land lying Westward of said "A" Street bounded by said "A" Street on the East with the Eckhart Branch of the Cumberland and Pennsylvania Railroad on the West, and between the second and fourth lines of Lot No. 74 projected in straight lines to the Eckhart Branch of the Cumberland and Pennsylvania Railroad.

It being the same property which was conveyed unto the said Mortgagors by Charles F. Ellis and wife by deed dated the day of January, 1955, and to be duly filed for record among the Land Records of Allegany County, Maryland.

This obligation is also secured by a Chattel Mortgage bearing even date and tenor herewith and by and between the same parties hereto, which Chattel Mortgage constitutes a lien upon one 1953 Chevrolet Automobile.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Ninety-Eight Hundred (\$9800.00) Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvments to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the morigagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes , its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms



of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case sald property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to Insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount

Ninety-Eight Hundred (\$9800.00) - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or clalm hereunder, and to place such policy or policles forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premlums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stlpuiations and covenants aforesald are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Sea M Losley STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

Wilma M. Campfell(SEAL)

Namy L. Campbell (SEAL)

I hereby Certify, that on this 13th day of January

In the year nineteen

hundred and fifty-five

before me, the subscriber, a Notary Public of the

State of Maryland in and for the county aforesaid, personally appeared

Harry L. Campbell and Wilma M. Campbell, his wife,

and each acknowledged, the foregoing mortgage to be their

act and deed; and at the same time, before me, also personally appeared Charles A. Piper President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A Piper

dld further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year

James M. Losly

Tritgle Esty

FILED AND RECORDED JANUARY 15" 1955 at 11:20 A.M.

THIS MORTGAGE, Made this 16 4 day of January

1955, by and between JOHN ROBERT GEORGE and WANDA LOIS GEORGE,
his wife, of Allegany County, Maryland, parties of the first
part, and THE FIRST NATIONAL BANK OF CUMBERLAND, a banking
corporation, duly organized under the laws of the United States,
party of the second part, WITNESSETH:

WHEREAS, the parties of the first part are justly and bona fide indebted unto the party of the second part in the full and just sum of Two Thousand Seven Hundred (\$2,700.00) Dollars, with interest from date at the rate of four and one-half per cent (42%) per annum, which said sum is part of the purchase price of the property hereinafter described and this mortgage is hereby declared to be a Purchase Money Mortgage, and which said sum the said parties of the first part covenant and agree to pay in equal monthly installments of Twenty Eight (\$28.00) Dollars on account of interest and principal, beginning on the same day of each and every month thereafter until the whole of said principal sum and interest is paid. The said monthly payments shall be applied, first, to the payment of interest, and, secondly, to the payment of principal of the mortgage indebtedness.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH:

That for and in consideration of the premises and of the sum of One (\$1.00) Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness, together with the interest thereon, and in order to secure the prompt payment of such future advances, together with the interest thereon, as may be made by the party of the second part to the parties of the first part prior to the full payment of the aforesaid mortgage indebtedness and not exceeding in the aggregate the sum of Five Hundred (\$500.00) Dollars, and not to be made in an amount which would cause the total mortgage indebtedness to exceed the original amount thereof and to be used for paying the cost of any repairs, alterations or improvements to the hereby mortgaged property, the said parties of the first part do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors and assigns:

All those four lots or parcels of ground situated near the Little Valley Road, about 1-1/4 miles Northeasterly from the City of Cumberland, in Allegany County, Maryland, known and designated as Lots Nos. 577, 578, an un-numbered lot adjoining



Lot No. 578, and an un-numbered lot in the rear of Lots Nos.
575-578 of Section B, of the Cumberland Valley Addition to
Cumberland, Maryland, amended Plat No. 2, which said Addition is
duly recorded in Plat Book 1, folio 28, among the Land Records of
Allegany County, Maryland, and which said lots are particularly
described in one parcel as follows:

BEGINNING for the same at the intersection of the Westerly side of Ore Street with the Southerly side of Hamilton Street, said beginning point being at the end of the third line of a deed from William A. Clay to Winmer Bowman, dated September 23, 1925, and recorded among the Land Records of Allegany County, Maryland, in liber 151, folio 560, and running then with the Westerly side of Ore Street and the fourth and part of the fifth lines of said deed, South 77 degrees 14 minutes East 27 feet; South 19 degrees 35 minutes East 101.1 feet to the end of the first line of Lot No. 576 Section B of Bowman's Cumberland Valley Addition to Cumberland, Maryland; then with the second line of said Lot No. 576, South 77 degrees 55 minutes West 196.84 feet to the Easterly line of the un-numbered lot in the rear of Lots Nos. 575-578, then with part of the Easterly line of said unnumbered lot South 12 degrees 5 minutes/112.5 feet to the end of the fourth line of Lot No. 575, then in a Southwesterly direction 30 feet, more or less, to the end of the second line of Lot $\ensuremath{\text{No.}}$. 1512 in said Addition, then with said second line of said Lot No. 1512 reversed, North 12 degrees 5 minutes West 175 feet to the Southerly side of Hamilton Street, then with said Street in a Northeasterly direction 30 feet, more or less, to the end of the third line of said Lot No. 578, and then with the Southerly side of Hamilton Street, North 69 degrees 40 minutes East, 179.6 feet to the beginning.

It being the same property conveyed in a deed of even date herewith by Joseph D. Kelley and Evelyn E. Kelley, his wife, to the said John Robert George and Wanda Lois George, his wife, and intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with this mortgage.

TOGETHER with the buildings and amprovements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of Two Thousand Seven Hundred (\$2,700.00)

Dollars, together with the interest thereon, in the manner and at the time as above set forth, and such future advances, together with the interest thereon, as may be made by the party or the second part to the parties of the first part as hereinbefore set forth, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all of which taxes, mortgage debt and interest thereon the said parties of the first part hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the parties of the first part shall not pay all of said taxes, assessments and public liens as and when the same become due and payable, the second party shall have the full legal right to pay the same, together with all interest, penalties and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or on part, or in any agreement, covenant, or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors or assigns, or Walter C. Capper, their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, including

such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, whether the same shall have then matured or not, and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power, but no sale, one-half of the above commissions shall be allowed and paid by the mortgagors, their representatives, heirs and assigns.

And the said parties of the first part further covenant to insure forthwith and, pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged property to the amount of at least Two Thousand Seven Hundred (\$2,700.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hands and seals of the said mortgagors.

WITNESS as to both:

John Robert George (SEAL)

7. V. Fre

Wands 1.018 George (SEAL)

STATE OF MARYLAND,

NOTAR

ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 16 day of January 1955, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared JOHN ROBERT GEORGE and WANDA LOIS GEORGE, his wife, and each acknowledged the aforegoing mortgage to be their respective act and deed; and, at the same time, before me also personally appeared ALBERT W. TINDAL, President of The First National Bank of Cumberland, the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal.

My Commission expires May 2, 1963

FILED AND HECORDED JANUARY 15"1955 at 11:20 A.M.
THIS DEED OF PARTIAL RELEASE OF MORTGAGE, Made this /3"
day of January, 1955, by W. Wallace McKaig, in the City of Cumberland, Allegany County, in the State of Maryland, WITNESSETH:

WHEREAS, by Mortgage bearing date November 10, 1954, and recorded in Liber No. 308, folio 367, one of the Mortgage Records of Allegany County, Joseph D. Kelley, and Evelyn E. Kelley, his wife, and Edith G. Kelley, unmarried, became indebted unto the said W. Wallace McKaig in the sum of Seven Thousand (\$7,000.00) Dollars, together with the interest thereon as evidenced by said Mortgage and which said Mortgage constitutes a lien upon three certain properties located in Allegany County, in the State of Maryland, and

WHEREAS, the said Mortgagors have since made a substantial payment unto the said W. Wallace McKaig on account of the principal indebtedness of said Mortgage and have paid the interest thereon currently and now request the said W. Wallace McKaig to release the hereinafter described property, it being one of the properties included under said lien, from the lien of said Mortgage all of which the said W. Wallace McKaig has consented to do.

NOW, THEREFORE, in consideration of the premises and the payments heretofore made on account of said Mortgage debt and interest as above recited, the said W. Wallace McKaig does hereby release from the lien of said Mortgage, all those four lots or parcels of ground situated near the Little Valley Road about 12 miles Northeasterly from the City of Cumberland, in Allegany County, Maryland, known and designated as Lots Nos. 477, 578 and an unnumbered lot adjoining Lot No. 578, and an unnumbered lot in the rear of Lots Nos. 575-578 of Section B, of the Cumberland



LIBER 309 PAGE 413

Valley Addition to Cumberland, Maryland, Amended Plat No. 2 which said Addition is duly recorded in Plat Book 1, folio 28, among the Land Records of Allegany County, Maryland, and which said lots are particularly described as a whole as follows:

BEGINNING for the same at the intersection of the Westerly side of Ore Street with the Southerly side of Hamilton Street, said beginning point being at the end of the third line of a deed from William A. Clay to Winmer Bowman, dated September 3, 1925, and recorded among the Land Records of Allegany County, Maryland, in Liber 151, folio 560, and running then with the Westerly side of Ore Street and the fourth and part of the fifth lines of said deed, South 77 degrees 14 minutes East 27 feet; South 19 degrees 35 minutes East 101.1 feet to the end of the first line of Lot No. 576, Section B of Bowman's Cumberland Valley Addition to Cumberland, Maryland; then with the second line of said Lot No. 576; South 77 degrees 55 minutes West 196.84 feet to the Easterly line of the unnumbered lot in the rear of Lots Nos. 575-578, then with part of the Easterly line of said unnumbered lot, South 12 degrees 5 minutes East 112.5 feet to the end of the fourth line of Lot No. 575, then in a Southwesterly direction 30 feet, more or less, to the end of the second line of Lot No. 1512 in said Addition, then with said second line of said Lot No. 1510 reversed, North 12 degrees 5 minutes West 175 feet to the Southerly side of Hamilton Street, then with said Street in a Northeasterly direction 30 feet, more or less, to the end of the third line of said Lot No. 578, and then with the Southerly side of Hamilton Street, North 69 degrees 40 minutes East 179.6 feet to the beginning.

It being the same property which was conveyed unto the said Joseph D. Kelley and wife by Raymond H. Catlett and wife, by deed dated July 28, 1952, and recorded in Liber No. 240, folio 543, one of the Land Records of Allegany County.

It being distinctly understood, however, that this Partial Deed of Release of Mortgage applies only to the property above described and shall in no way affect the lien of said Mortgage upon the remaining properties as still included under the lien of said Mortgage.

WITNESS my hand and seal the day and year above written.

WITNESS:

Long I. ety Les

M. Wallace MCKAIG (SEA

STATE OF MARYLAND COUNTY OF ALLEGANY

TO WIT:

I HEREBY CERTIFY, That on this 13 day of January, 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Allegany, personally appeared W. Wallace McKaig, and he acknowledged the aforegoing Partial Deed of Release of Mortgage to be his act and deed.

WITNESS my hand and Notarial Seal the day and year above

FILED AND RECORDED JANUARY 15" 1955 at 9:10 A.M.

This Mortgage, Made this

day of

January

in the year mineteen hundred and fifty-five

, by and between George M. Babb and Bernice Virginia Babb, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the mesculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County Maryland, of the second part, hereinafter sometimes called mortgages, Witnesseth:

Whereas, the said

George M. Babb and Bernice Virginia Babb, his wife, stand indebted unto the said The Liberty Trust Company in the just and full sum of Ten Thousand (\$10,000.00) - - - - - - - payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Pive (5%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Com pany in Cumberland, M September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on March 31, 1955

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

George M Babb and Bernice Virginia Babb, his wife,
does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the
said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot, piece or parcel of ground situated on the Easterly side of Orchard Street in the City of Cumberland, Allegany County, Maryland, which said lot fronts twenty-five feet on said Orchard Street, is bounded on the South by the property conveyed to Ethel Gordon Morton by Annie E. Birmingham, et al, by deed dated January 7, 1920, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 131, folio 554, and bounded on the North by the property conveyed by The Second National Bank of Cumberland, Executor, to Elizabeth Jane Fisher, by deed dated July 20, 1944, and recorded among the aforesaid Land Records in Liber No. 200, folio 695, and which said lot extends Easterly from the Easterly side of said Orchard Street at an even width of about twenty-five feet, a distance of about one hundred feet to the property conveyed to the Cumberland Steel Company of Allegany County by William E. Walsh, et al, by deed dated November 11, 1919, and recorded among the aforesaid Land Records in Liber No. 130, folio 669.

It being the same property which was conveyed to George M. Babb by Esther L. Pennell and Lon Pennell, her husband, by deed dated January 31, 1947, and recorded in Liber No. 913, folio 439, one of the Land Records of Allegany County, Maryland.

ALSO: All that lot or parcel of ground situated at the Northeast corner of Wineow and Kearney Streets in Cumberland. Allegany County, Maryland, and more particularly described as follows, to-wit:

BEGINNING for the same at the end of the first line of the lot conveyed to John W. Heck by William E. Walsh, et al, by deed dated April 15, 1905, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 98, folio 17, and running thence with the Easterly side of Wineow Street, South 64 degrees West 50 feet to the Northerly side of Kearney Street, then with the Northerly side of said Kearney Street, South 83-3/4 degrees East about 110 feet to the Westerly side of Orchard Street, thence with the Westerly side of Orchard Street, North 64 degrees East 50 feet to the end of the second line of said John W. Heck lot, and with it reversed, North 83-3/4 degrees West about 110 feet to the place of beginning.

M. Babb by Clara W. Seaver and Peter J. Seaver, her husband, by deed dated May 16, 1940, and recorded in Liber No. 186, folio 534. one of the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, road ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgages, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Ten Thousand (\$10,000.00) - - - Doilars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvments to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgage may retain possession of the mortgaged property, upon paying in the meantime, all taxes, and public liens levied on said property, and on the mortgage debt and interest nereby intended to be secured, the said mortgager hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes , its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which saie shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of saie or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no saie thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to part it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Ten Thousand (\$10,000.00) - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Heart M. Rable (SEAL)

Bernice Virginia Babb

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this /3 day of January

in the year nineteen

hundred and fifty-five

before me, the subscriber, a Notary Public of the

State of Maryland in and for the county aforesaid, personally appeared

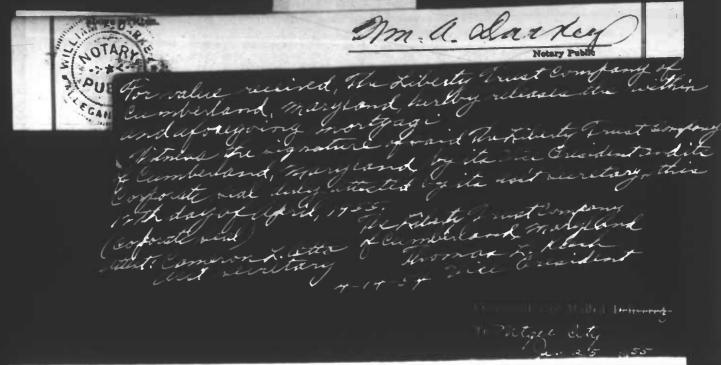
George M. Babb and Bernice Virginia Babb, his wife,

and each acknowledged, the foregoing morigage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named morigages and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the

said Charles A. Piper
did further, in like manner, make oath that he is the President, and agent or attorney for said
corporation and duly authorized by it to make this affidevit.

in witness whereof I have herete set my hand and affixed my notarial seal the day and year





FILED AND RECORDED JANUARY 15"1955 at 9:30 A.M.

This Morinage, Made this

14th day of

January.

in the year nineteen hundred and

Fifty Five,

by and between

Edmund J. Miller and Helen R. Miller, his wife,

of Allegany County, State of Maryland, of the first part, hereinafter cailed Mortgagom THE COMMERCIAL SAVINGS BANK OF CUMBERLAND, MARYLAND, a corporation duly incorporated under the laws of Maryland, of the second part, hereinafter called Mortgages Witnesseth:



justly and bona fide indebted unto the Whereus, the said Mortgagors are said Mortgagee in the full and just sum of One Thousand Five Hundred (\$1,500.00) Dollars, for which they have given their promissory note of even date herewith, payable on or before three years after date with interest at the rate of 5% per annum in monthly payments on the principal and interest of not less than Fifty (\$50.00) Dollars.



And superruss, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvments to the mortgaged property, as provided by Chapter 928 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

Nam therefore, in consideration of the premises, and in order to secure the prompt payment of the said indebtedness and any future advances as aforesaid, together with the interest thereon, the said Mortgagors do bargain, seil, give, grant, convey, release and confirm unto the said Mortgagee, its successors and assigns, the following property, to-wit: All that lot, piece or parcel of ground, and the improvements thereon, lying and being in what is known as Gephart's Second Addition to Cumberland, particularly described as follows:

All that Western part of Lot No. 34 of Gephart's Second Addition to Cumberland, containing all the ground between the Western wall of the brick house No. 130 Columbia Street and the line of the adjacent lot on the West, and extending along the Western line of Lot No. 3h of an even width of 22 feet,

A . S

a distance of 110 feet to German Street or Alley.

3

Being the same property conveyed by Frank a. Smith ot

D

al to the said Edmind J. Miller et ux by deed dated May 22, 1913, and recorded in Liber No. 196, folio 313, one of the Land Records of Allegany County, Mary-land. Reference to said deed is hereby made for a further description.

Go have sub to hold the above described property unto the said Mortgagee, its successors or assigns, together with the buildings and improvements thereon, all fixtures and articles of personal property now or at any time hereafter attached to or used in any way in connection with the use, operation and occupation of the above described real estate, and the rights, roads, ways, waters, privileges, and appurtenances thereunto belonging or in anywise appertaining, in fee simple forever.

Brasibes, that if the said Mortgagors, its, his, her, or their heirs, executors, administrators, successors, or assigns, do and shall pay or cause to be paid to the said Mortgagee, its successors or assigns, the aforesaid sum of — — — One Thousand Five Hundred (\$1,500.00)— — dollars and the interest thereon in the manner and at the times as afore set out, and such future advances with interest thereon, as may be made as hereinbefore provided, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Ash it is agreed, that until default be made in the premises, the said Mortgagors may hold and possess the aforesaid property, upon paying, in the meantime, all taxes, assessments and public liens levied on said property and on the mortgage debt and interest hereby intended to be secured, and any lien, claim or charge against said premises which might take precedence over the lien of this mortgage; all which taxes, assessments, public liens, lien, claim, charge, mortgage debt and interest thereon, the said Mortgagors hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the said Mortgagors shall not pay all of said taxes, assessments, public liens, liens, claims and charges as and when the same become due and payable the said Mortgagee shall have the full legal right to pay the same, together with all interest, penalties and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said Mortgages, its successors or assigns, or Wilbur V. Wilson, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell at public sale the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, its, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Allegany County, Maryland, which terms shall be at the discretion of party making said sale, and the proceeds arising from such sale to apply—first: To the payment of all expenses incident to such sale, including taxes, insurance premiums and a commission of eight per cent, to the party selling or making said sale, and if the property be advertised for default and no sale be made, one-half of said commissions shall be allowed and paid as costs, by the mortgagors , its, his, her or their representatives, heirs or assigns; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made as aforesaid, whether the same shall have then matured or not; and as to the balance, to pay it over to the said Mortgagors , its, his, her or their heirs or assigns.

And the said Mortgagors further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, against loss by fire with extended coverage, and if required, war damage to the extent available, to the amount of at least—————One Thousand Five Hundred (\$1,500,00)——————dollars, and so cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other hazard, to inure to the benefit of the Mortgagee, its successors or assigns, to the extent of its or their lies or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee, or the Mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

Witness, the hands and seals of said Mortgagors

Attest:

Thilliam Q Dudlef.

Edmund J. Miller (SEAL)

Helen R. Miller

(SEAL)

State of Maryland, Allegany County, to-wit:

I hereby Certify, that on this day of January, in the year nineteen hundred and Fifty Five, before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared

Edmund J. Miller and Helen R. Miller, his wife,

and acknowledged the aforegoing mortgage to be their act and deed; and at the same time, before me, also personally appeared George C. Cook, Cashier of The Commercial Savings Bank of Cumberland, Maryland, a corporation, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said George C. Cook did further, in like manner, make oath that he is the Cashier and agent or attorney for said corporation and duly authorized by it to make this affidavit.

whereof I have hereto set my hand and affixed my Notarial Seal the day and year, above written.

William Q. Sudley.

FILED AND RECORDED JANUARY 15" 1955 at 9:30 A.M.

January, in the year nineteen hundred and Fifty Five, by and between

Albert Stoops and Doris Stoops, his wife,

1-14

of Allegany County, State of Maryland, of the first part, hereinafter called Mortgagors , and THE COMMERCIAL SAVINGS BANK OF CUMBERLAND, MARYLAND, a corporation duly incorporated under the laws of Maryland, of the second part, hereinafter called Mortgagee, Witnesseth:

Miprous, the said Mortgagors are justly and bona fide indebted unto the said Mortgages in the full and just sum of Four Thousand (\$1,000,00) Dollars, for which



they have given their promissory note of even date herewith, payable on or before one year after date with interest at the rate of 5% per annum payable monthly and in monthly payments on the principal of not less than One Hundred Twenty-Five (\$125.00) Dollars.

And superges, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property, as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

Name therefore, in consideration of the premises, and in order to secure the prompt payment of the said indebtedness and any future advances as aforesaid, together with the interest thereon, the said Mortgagors do bargain, sell, give, grant, convey, release and confirm unto the said Mortgagee, its successors and assigns, the following property, to-wit: All that lot, tract piece or parcel of land situate, lying and being in Allegany County, in the City of Frostburg, State of Maryland, being a part of the tract of land called "The Hotel," and described as follows:

Beginning at the end of a line drawn North 52 degrees 25 minutes West 16 feet from the Northwest corner of Dufty's lot fronting on Bowery Street, and running with an alley, North 64 degrees 30 minutes West 226 feet to a point on the South side of the alley; then with the C. & P. RR. condemnation, South 50 minutes East 136 feet; South 9 degrees 15 minutes East 185 feet to the West side of a sixteen foot alley; and with it, North 37 degrees 35 minutes East 278 feet to the beginning; containing 3/4 of an acre, more or less.

Being the same property conveyed by Edgar R. Stoops et ux to the said Albert Stoops et ux by deed dated December 10, 195h, and recorded in Liber No. 26h, folio 1kh, one of the Land Records of Allegany County, Maryland. Reference to said deed is hereby made for a further description.

Os hour and to hold the above described property unto the said Mortgages, its successors or assigns, together with the buildings and improvements thereon, all fixtures and articles of personal property now or at any time hereafter attached to or used in any way in connection with the use, operation and occupation of the above described real estate, and the rights, roads, ways, waters, privileges, and appurtenances thereunto belonging or in anywise appertaining, in fee simple forever.

Fronties, that if the said Mortgagors, its, his, her, or their heirs, executors, administrators, successors, or assigns, do and shall pay or cause to be paid to the said Mortgagoe, its successors or assigns, the aforesaid sum of — ——Four Thousand (\$\frac{1}{2}\text{l}_1,000.00) — — — ——dollars and the interest thereon in the manner and at the times as afore set out, and such future advances with interest thereon, as may be made as hereinbefore provided, and in the meantime do and shall perform all the covenants herein on ——their ——part to be performed, then this mortgage shall be void.

And it is agreed, that until default be made in the premises, the said Mortangors may hold and possess the aforesaid property, upon paying, in the meantime, all taxes, assessments and public liens levied on said property and on the mortgage debt and interest hereby intended to be secured, and any lien, claim or charge against said premises which might take precedence over the lien of this mortgage; all which taxes, assessments, public liens, lien, claim, charge mortgage debt and interest thereon, the said Mortgagors hereby covenant to pay when leadly desaudable;

UBGR 309 MGE 421

and it is covenanted and agreed that in the event the said Mortgagors shall not pay all of said taxes, assessments, public liens, liens, claims and charges as and when the same become due and payable the said Mortgagee shall have the full legal right to pay the same, together with all interest, penalties and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said Mortgagee, its successors or assigns, or Wilbur V. Wilson, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell at public sale the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, its, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Allegany County, Maryland, which terms shall be at the discretion of party making said sale, and the proceeds arising from such sale to apply-first: To the payment of all expenses incident to such sale, including taxes, insurance premiums and a commission of eight per cent, to the party selling or making said sale, and if the property be advertised for default and no sale be made, one-half of said commissions shall be allowed and paid as costs, by the mortgagors , its, his, her or their representatives, heirs or assigns; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made as aforesaid, whether the same shall have then matured or not; and as to the balance, to pay it over to the said Mortgagors . its, his, her or

And the said Mortgagors further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, against loss by fire with extended coverage, and if required, war damage to the extent available, to the amount of at least—————Four Thousand (\$\frac{1}{4}\daggerapprox 000.00)=——————dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other hazard, to inure to the benefit of the Mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee, or the Mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

##Hurss, the hands and seals of said Mortgagors

Attest:

William C. Sudley.

albert Stoops (8

State of Maryland, Allegany County, to-wit:

3 herrby Certify, that on this — /3 // day of January, in the year nineteen hundred and Fifty Five before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared

Albert Stoops and Doris Stoops, his wife,

and acknowledged the aforegoing mortgage to be their act and deed; and at the same time, before me, also personally appeared George C. Cook, Cashier of The Commercial Savings Bank of Cumberland, Maryland, a corporation, the within named mortgage, and made oath in due form of law, that the consideration in said mortgage is true and bons (ide as therein set forth; and the said George C. Cook did further, in like manner, make oath that he is the Cashier and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In Witness whereof I have hereto set my hand and affixed my Notarial Seal the day

and year althou written

Missia C Sudle).

Notary Public

mtge 112 Nonepson lue

FILED AND RECORDED JANUARY 17" 1955 at 2:30 P.M.

| This | Mortgage, | Made this_ | älst | day of_ | December | 1954 |
|------|-----------|------------|------|---------|----------|------|
| | | | | | | |

in the year Nineteen Hundred and Fifty. four by and between

John Jeleszewski, and Agnes Jeloszewski, His wife

STATE OF THE BUILDING THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE

of Washington County, in the State of Penna.

part 165 of the first part, and Peter Yatchyshyn , and Johanna Yatchyshyn

of Allegany County, in the

County, in the State of Maryland

part 1es of the second part, WITNESSETH:

Unbereas, The parties of the first part have loaned to the parties of the second part the sum of \$11,500.00, xk (Eleven Thousand Five Hundred Dollars) at an interest of 5% (Five Percent) Payable annually on the 31st day of the month of December. The principle to be reduced as rapidly as possible.

Term of mortgage is for 20 years.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Peter Yatchyshyn and Johanna Yatchyshyn His wife

give, grant, bargain and sell, convey, release and confirm unto the said

John Jeloszewski and Agness Jeleszewski, his wife

heirs and assigns, the following property, to-wit:
All that piece or parcel of land situated on McMullen Highway about one
mile south of Cresaptown, Allegany County, Haryland, and being more
particularly described as follows, to wit:

Beginning for the same at an iron pipe on the asterly line of the McMullen Highway at the end of the Southerly 10 feet of Highway line of Lot No 854, Section "A" of the Triple Lakes Town Sites, plat of which is filed in in Plat Case Box 107, and running thence with the Easterl line of said Highway, North 10 degrees 45 minutes East, 165 feet to iron pipe; thence South 79 degrees 15 minutes East, 253 feet to an ir n

UBER 309 BIGE 423

pipe on the Westerly bank of a small run; thence North 79 degrees 15 inute west, 280 feet to the beginning. Being the same property conveyed to the grantors hereto by deed recorded August 25, 1952 in said County in Liber No 243 Folio 436. Subject to certain rights heretofore reserved to Walter M. McVitty and Mary McVitty, his wife, their heirs and assigns, in former deeds Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining. Drovided, that if the said Peter Yatchyshyn, and Johanna Yatchyshyn heirs, executors, administrators or assigns, do and shall pay to the said John Jeloszevski and agnes Jeloszewski, bis life executor , administrator or assigns, the aforesaid sum of 121,500 (Fleven Thousand five Hundred Hollers) together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on Their performed, then this mortgage shall be void. End it is Egreed that until default be made in the premises, the said Peter Yatchyshin and Johanna Yatchyshyn , his wife may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Peter Yetebyshyn and Johanna Satebyshyn in hereby covenant to pay when legally demandable. But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said. John Jeloszewski and Agnes Jeloszewaki his wife heirs, executors, administrators and assigns, or_ his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: days' notice of the time, place, manner and terms of sale in some newspaper published in Cum-By giving at least twenty berland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said. Peter Yetchyshyn and Johanna Yatchyshyn, his wife in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor their representatives, heirs or assigns. And the said Peter Yatchyshyn and Johanna Yatchyshyn, his wife further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or. assigns, the improvements on the hereby mortgaged land to the amount of at least Eleven Thousand, Five Hundred and np/100----and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,

UBER 309 BUGE 424

to inure to the benefit of the mortgagee ,.. of 100% (one hundred percental lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee , or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt... Mitness, the hand and seal of said mortgagor Attest: State of Maryland, Allegany County, to-wit: I hereby certify, That on this 5th day of January in the year nineteen Hundred and Fifty Five _____, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Peter Yatchyshyn and Johanna Yatchyshyn, his wife. and they acknowledged the aforegoing mortgage to be Their act and deed; and at the same time before me also personally appeared John and Agnes Jeloszewski the within named mortgagee, and made oath in due form of law, that the consideration in a mortgage is true and bona fide as therein set for forth. WITNESS my hand and Notarial Seal the day and year aforesaid.

Total of States and The Total

FILED AND RECORDED JANUARY 18" 1955 at 9:20 A.M.

This Marigage, Made this Fourteenth day of January----in the year Nineteen Hundred and Pifty five------, by and between

of Allegany ----- County, in the State of Raryland----parties of the first part, and The First National Bank of Barton, Maryland, a corporation organized under the national banking laws of The United State of America----of Barton, Allegany -County, in the State of Nary land---party _____of the second part, WITNESSETH: Whereas. The said parties of the first part herein are indebted unto the party of the second part in the full and just sum of one thous and dollars (\$ 1000.00) for money lent, which loan is evidenced by the promissory note of the parties of the first part, of even date herewith, payable on demand with interest to the order of the party of the second part in said sum of one thousand dollars at The First National Bank of Barton, "aryland; And Whereas, it was understood and agreed between the parties prior to the lending of said money and the giving of said note that this mortgage should be executed. How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part----do hereby give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors and asaigns-----######### the following property, to-wit: Westernort in Allegany County, State of Waryland, fronting 39½ feet on the East side of the public road on what is known as Kolberg' Hill, and extending back the same width throughout a distance of 132 feet, Being the same property which was conveyed unto the said Cecil Crowe by deed from John Thomas Wilkes, dated March 20, 1950 and of record in Liber No. 228 Folio 304 of the land records of Allegany County, Mary Land. To which deed so recorded a reference is hereby made for a more particular and definite description of the property hereby mortgaged.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

hereby covenant to pay when legally demandable.

1 1

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mertgage debt intended to be hereby secured shall at once become due and payable,

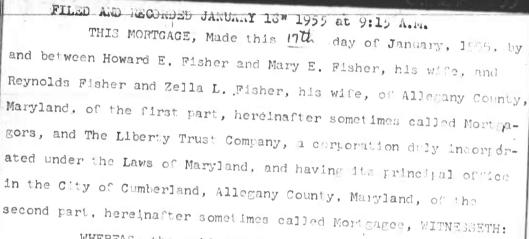
| and these presents are hereby declared to be made in trust, and the said Darty of the ascond |
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| part, its successors or assignassassassassassassassassassassassassass |
| his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then |
| matured or not; and as to the balance, to pay it over to the said parties of the first |
| in case of advertisement and attachment and and |
| in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor a, their representatives, heirs or assigns. |
| End the said parties of the first part |
| further covenant to |
| insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or 1ts successors or |
| assigns, the improvements on the hereby mortgaged land to the amount of at least |
| One thousand |
| and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of firea, |
| to inure to the benefit of the mortgages ,its successors for assigns, to the extent |
| of its or |
| of its or |
| and collect the premiums thereon with interest as part of the mortgage debt |
| Hitress, the hand and seal of said mortgagors |
| J. Joseph Handle 2 Cail Crown (BRAL) Joseph Handle 2 Clare Crown (BRAL) 2 Clare Crown (BRAL) |
| State of Maryland, |
| Allegang County, to-wit: |
| I hereby certify, That on this four to eath day of Jonnary |
| in the year nineteen Hundred and Pifty five before me, the subscriber, |
| a Notary Public of the State of Maryland, in and for said County, personally appeared |
| Cecil Crowe and Clara Crowe, husband and wife |
| and each acknowledged the aforegoing mortgage to be their voluntary |
| act and deed; and at the same time before the |
| act and deed; and at the same time before me also personally appeared Potrick A. Laughlin |
| president of The First National Bank of Barton, Maryland. |
| the within named mertgages, and made oath in due form of low, that the consideration is said |
| of the said bank duly authorized to make this affiderit. |
| WITNESS my hand and Notarial Soul-the day and your advantal. |
| The second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second secon |

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his, her or their duly consider the rest of the second second second second second second second second second time thereafter, to sail the property hardy continued to the third there is not be seen by and to grant and convey the same to the purchaser or purchases thereof, his, her by their help or assigns; which sale shall be made to the first of the first to with the gives at his days' notice of the time, place, married and first of the first to the time, place, married and first of the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the first to the fir berland, Maryland, which said sale shall be at public austics for cash, and the precess arising from such sale to apply first to the payment of all expenses incident to such sale including all taxes levied, and a commission of eight per cent, to the party selling or making said sale; soundly to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said paytime of the river in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor. A. that w representatives, heirs or assigns. Mind the said parties of the first parter insure forthwith, and pending the existence of this mortgage, to keep insured by space insuration Company or companies acceptable to the mortgages or its successors of assigns, the improvements on the hereby mortgaged land to the amount of at least One thousand and to cause the policy or policies issued therefor to be so framed or endersed, as in case of fires, of 1ts or their lies or claim harmander, and to place such policy or policies forthwith in possession of the mortgages , or the mortgages may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt. Bitress, the hand and seal of said mortgagers - Cil Crowl (BRAL) STREET, STREET Allegang County, to-wit: I hereby rectify, That on this four to south day of Juneary in the year nineteen Handred and Pirty Parameters and a horizon, before me, the enterpier, a Notary Public of the State of Maryland, in and for said County, parametry appeared Geoil Grove and Clara Grove, husband and wife----acknowledged the aforegular meriups to be thinks we land are act and deed; and at the same time before me also personally expense. Fo twick A. Laughlies president of The First Butional Bunk of Barbon. the within assed mortgayes, and make here to doe for mortgage is true and bone fide on the



WHEREAS, the said Mortgagors stand indebted unto the said The Liberty Trust Company in the just and full sum of Twenty-Seven Thousand Five Hundred (\$67,500.00) Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Five per centum (5%) per annum, payable quarterly as it accrues, at the Office of The Liberty Trust Company, in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rate quarterly interest hereunder to be payable on March 31, 1955.

NOW, THEREFORE, in consideration of the premises, and the sum of One (\$1.00) Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Howard E. Fisher and Mary E. Fisher, his wife, and Reynolds Fisher and Zella L. Fisher, his wife, do hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property, to-wit:

All that piece or parcel of ground situated near the City of Cumberland in Allegany County in the State of Maryland which is described as follows:

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side of Baltimore Avenue and North 89 degrees West 20 feet from a stone marked "R" planted in the center of Marion Street at its intersection with said Baltimore Avenue and running thence with said Baltimore Avenue, North 89 degrees West 60 feet, then South 2 degrees West 120 feet to an alley, then with said alley, South 89 degrees East 62 feet to Marion Street, then with said Street, North 1 degree East 120 feet to the place of beginning. Said parcel of land being distinguished on the plat of the Cumberland Improvement Company's Eastern Addition to Cumberland as Lots Nos. 8 and 9 and which said plat is recorded in Liber T. L. No. 88, folio 65, one of the Land Records of Allegany County.

It being the same property which was conveyed unto the said Reynolds Fisher and Zella Fisher, his wife, by Theodore Rice, unmarried, by deed dated the 1st day of April, 1916, and recorded in Liber No. 118, folio 225, one of the Land Records of Allegany County.

ALSO: All that lot or parcel of ground situate in or near the City of Cumberland, Allegany County, Maryland, and known and distinguished as Lot No. 10 of the Cumberland Improvement Company's Eastern Addition to Cumberland, and more particularly described as follows:

BEGINNING for the same at the end of the first line of Lot Number 9, and running thence with the South side of the Baltimore Pike, South 81 degrees and 11 minutes West 51.5 feet, thence South 1 degree and 43 minutes West 111.2 feet to a fourteen-foot alley, thence with the North side of said alley, South 88 degrees and 54 minutes East 52 feet to the end of the second line of Lot Number 9, thence reversing said second line, North 1 degree 6 minutes East 120 feet to the place of beginning.

It being the same property which was conveyed unto Reynolds Fisher and Zella L. Fisher, his wife, by James K. Ford and wife, by deed dated the 27th day of February, 1926, and recorded in Liber No. 152, folio 441, one of the Land Records of Allegany County.

ALSO: All the following described land in Allegany County, Maryland, East of Cumberland and on the Christie Road near Evitts Creek:

BEGINNING for the same at the center of a large stone pillar or post, containing an ironpipe protruding out from its East side, and bearing a metallic plate inscribed "Cottage Inn", it being on the North side of the Christie Road, and on the East

side of the road leading from the Christie Road into Leroy Minke's bathing pool, and being approximately 512 feet measured Eastwardly along the North side of the Christie Road from the Center of the iron bridge over Evitts Creek, it also being the beginning of the property conveyed by Michael J. Malamphy, et ux, to Leroy Minke, by deed dated May 16, 1933, and recorded among the Land Records of Allegany County, Maryland, in Liber 169, folio 337, and running thence with the first six courses and distances of the aforesaid mentioned Leroy Minke property adjoining on the West, as surveyed in 1933, North 64 degrees 35 minutes East 15-2/3 perches to a White oak tree bearing 10 notches; North 31 degrees 50 minutes East 10 perches to White oak tree bearing 12 notches; South 77 degrees East 11-1/3 perches to stake; North 54 degrees East 38-3/4 perches to stake; North 31 degrees 15 minutes East 30-1/3 perches to Wild Cherry tree bearing 12 notches; North 38 degrees 30 minutes East 15% perches to stake below wire fence; then leaving the Leroy Minke property, and with no variation, on April 14, 1934, the three following courses and distances, South 62 degrees 30 minutes East 261 perches to stake on top of ridge; South 72 degrees East $8\frac{1}{n}$ perches to stake standing in corner of field near woods, and witnessed by a Shumack tree bearing three notches; South 38 degrees 30 minutes East 8-7/10 perches to a corner fence post; thence with old wire fence, the four following courses and distances, using 30 minutes variation on April 14, 1934, South 19 degrees West 18 perches; South 26 degrees 30 minutes West 16 perches; South 29 degrees 30 minutes West 38 perches; South 36 degrees 45 minutes West 12 perches to a Mulberry stump, the end of the second line of M. J. Malamphy to Thomas S. Blacklin, by deed dated September 18, 1903, and recorded in Liber No. 93, folio 636, one of the Land Records of Allegany County; thence with four courses and distances of said conveyance, South 53 degrees 15 minutes West 20 perches up a steep hill to a stone; South 27 degrees 30 minutes West 12 perches to marked Hickory; South 34 degrees 30 minutes West 7 perches to marked White oak; South 45 degrees 30 minutes West 8 perches into the Christie Road, opposite a small wooden bridge across a small stream on the South side of said Road thence leaving said conveyance, and constructing the seven following course and distances in and with the Christie Road, on April 14, 1934, North 33 degrees 30 minutes West 10 perches; North 50 degrees 30 minutes West 12 perches, the end of this line being at the end of a reference line drawn from the center of a "Spring" situated on the North side of the Christie Road; South 30 minutes

East 24 perches and 3 links, still in and with said road; North 41 degrees 30 minutes West 104 perches; North 22 degrees West 7 perches; North 45 degrees West 5 perches; North 56 degrees West 144 perches; North 49 degrees 30 minutes West 17 perches; then leaving said road, North 30 degrees East 3/4 of a perch to the place of beginning, containing 44 acres, more or less.

EXCEPTING, HOWEVER, 31 acres, more or less, which the said Reynolds Fisher and wife conveyed unto Ernest James Twigg and wife, by deed dated August 24, 1954, and recorded in Liber No. 261, folio 306, one of the Land Records of Allegany County.

It being part of the same property which was conveyed unto Reynolds Fisher and Zella L. Fisher, his wife, by Richard F. McMullen, Trustee, by deed dated the 20th day of March, 1935, and recorded in Liber No. 172, folio 372, one of the Land Records of Allegany County.

ALSO: All that tract of land containing thirty-five acres, more or less, situated in Election District No. 22, in Allegany County, State of Maryland, and lying on the East side of the Christie Road about three miles East of Cumberland, Maryland, and being the same property which was conveyed by George Henderson, Assignee of Mortgage, to Bessie M. Gurley (widow of Charles R. Gurley), by deed dated October 15, 1928, and recorded in Liber No. 159, folio 315, one of the Land Records of Allegany County, State of Maryland.

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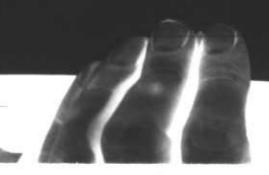
It being the same property which was conveyed unto the said Reynolds Fisher and Zella L. Fisher, his wife, by Bessie M. Gurley, widow, by deed dated the 27th day of August, 1931, and recorded in Liber No. 166, folio 265, one of the Land Records of Allegany County.

ALSO: All the tracts, parts of tracts, pieces and parcels of land lying and being in Allegany County and State of Maryland composing or constituting the home farm of Arthur Selby, late of Allegany County, deceased, and of which the said Arthur Selby, father of William W. Selby, died seized and possessed, except such parts thereof as have been sold and conveyed, whether particularly mentioned or described herein or not, to-wit:

All that tract or parcel of land called "Sugar Camp" containing 127 acres, more or less, and patented to Walter Selby, father of said Arthur Selby, by the State of Maryland, by Patent dated the lat day of December, 1810, and recorded in the Land Office of Maryland in Liber JK No. T. folio 416 &c. Also all that

tract or parcel of land called "The Resurvey on Sugar Camp" containing 1722 acres, more or less, patented to said Walter Selby by the State of Maryland by Patent dated the 10th day of December, 1813, and recorded in the Land Office of the State of Maryland in Liber J. B. No. A, folio 433 &c. Excepting therefrom, however, the quantity of 1-3/8 acres of land, part thereof heretofore conveyed by said Arthur Selby to Andrew Rice by deed dated June 9th, 1858, and recorded in Liber H. R. No. 17, folio 121 &c., one of the Land Records of Allegany County aforesaid. Also all that tract of land called "Quaker Garden", containing 28-3/4 acres, more or less, patented to Walter Selby aforesaid by the State of Maryland, by patent bearing date the 1st day of September, 1838, and recorded in the Land Office of Maryland in Liber G. G. B. No. 1, folio 638 &c. Also all that part of a tract or parcel of land called "Moveable Property", containing in the part hereby intended to be conveyed, the quantity of 23-1/8 acres, more or less, and conveyed to the said William W. Selby by Robert Christy and wife, by deed dated the 7th day of April, 1859, and recorded in Liber H. R. No. 18, folio 45 &c., one of the Land Records aforesaid, said whole tract called "Moveable Property" having been patented to said Arthur Selby by the State of Maryland by Patent bearing date the 3rd day of September, 1858, and recorded in the Lind Office of Maryland, in Liber G. G. B. No. 1, folio 639 &c. Also all that tract or parcel of land called "Steep Hill", containing 92-7/8 acres, more or less, patented to said Arthur Selby by the State of Maryland, by Patent bearing date the 4th day of March, 1841, and recorded in the Land Office of Maryland in Liber G. G. B. No. 3, folio 594 &c., except, however, such part of said tract of land called "Steep Hill" as was conveyed to Robert Christy by said William W. Selby and wife by deed bearing date the 7th day of April, 1859, and recorded in Liber H. R. No. 18, folio 49 &c., one of the Land Records aforesaid. Also all that tract or parcel of land called the "Two Sick", containing 762 acres, more or less, conveyed to said Arthur Selby by Margaret Houser by deed dated the 15th day of March, 1827, and recorded in Liber A. B. No. N, folio 390 &c., one of the Land Records aforesaid and also by Simon Houser and Jacob Houser by deed dated the 29th day of December, 1828, and recorded in Liber A. B. No. O, folio 324 &c., one of said Land Records, and which said tract of land was patented to a certain Christian Houser by the State of Maryland, by patent bearing date the 30th day of November, 1792, and recorded in the Land Office of Maryland in Liber J. C. No. H, folio 199 &c. Ex-

cepting from this conveyance, however, such part of said tract of land (being 23 acres) as was conveyed by said William W. Selby and wife to Robert Christy by deed bearing date the 7th day of April, 1859, and recorded in Liber H. R. No. 18, folio 49 &c., one of the Land Records aforesaid. Also all that part of the tract or parcel of land called "Spa", and containing in the part hereby intended to be conveyed the quantity of thirty-seven acres, more or less, conveyed to said Arthur Selby by William Matthews, Trustee, by deed bearing date the 7th day of July, 1841, and recorded in Liber A. B. No. "B.B.", folio 490 &c., one of the Land Records of Allegany County aforesaid, the quantity of twelve acres of said parcel of land having been devised by the said Arthur Selby to his daughter, Mary Jane Christy, as appears by his Will of record in the Office of the Register of Wills of Allegany County aforesaid, and which said tract called "Spa" was patented to a certain Laurence O'Neale by patent bearing date the 31st day of July, 1806, and recorded in the Land Office of Maryland, in Liber J. C. No. L, folio 336 &c. Also all that part of a tract of land called "Cornucopia Resurveyed", containing four and one-half acres conveyed to the said William W. Selby by Robert Christy and wife by deed dated the 3rd day of December, 1866, and recorded in Liber H. R. No. 25, folio 392 &c., one of the Land Records aforesaid. Also all that part of "Pleasant Harbor Resurveyed", and part of "Joseph's Second Attempt", containing in said two pieces of land 58 acres and 13/16 of an acre, except such part thereof not exceeding 19 acres, sold but not yet conveyed by William W. Selby to Samuel Jeffries, Also all that part of a tract of land called "Steep Hill", containing 1 acre and 7/8 of an acre, and which said last three tracts, parts of tracts and parcels of land, were sold and conveyed to the said William W. Selby by Robert Christy and wife by deed dated the 12th day of April, 1862, and recorded in Liber H. R. No. 20, folio 121 &c., one of the Land Records of the County aforesaid. Also all those two pieces or parcels of land lying contiguous to and adjoining the tract of land called "The Resurvey on Sugar Camp", and containing the quantity of 3 acres, conveyed to the said Arthur Selby by Marcus Bosley and wife by deed dated the 13th day of April, 1850, and recorded in Liber H. B. No. 6, folio 165 &c., one of the Land Records aforesaid. Also all that piece or parcel of land also lying contiguous to the tract of land called "The Resurvey on gar Camp", containing 10-3/4 acres conveyed to the said Arthur Selby by Marous Bosley and wife by deed dated the 11th day of



November, 1850, and recorded in Liber H. B. No. 6, folio 519 &c., one of the Land Records aforesaid, and also all that tract or parcel of land called "Joseph's Second Attempt", containing 24 acres, more or less, conveyed to the said Arthur Selby by Zadock Brashears by deed dated the 13th day of April, 1855, and recorded in Liber H. R. No. 12, folio 528 &c., one of the Land Records aforesaid, except, however, such part thereof as was conveyed by said William W. Selby and wife to a certain John Wantling by deed dated December 18, 1860, and recorded in Liber H. R. No. 19, folio 267 &c., one of said Land Records. Also all that piece or parcel of land called "Tomood", lying contiguous to the tracts and parcels of land hereinbefore mentioned supposed to contain 30 acres, more or less, and particularly described by metes and bounds in a certificate of survey and plat of same in the name of Arthur Selby, assignee of James Smith, returned to the Land Office of Maryland, March 16, 1837. And for a more full and particular description by metes and bounds, courses and distances of the said tracts, parts of tracts, pieces and parcels of land hereby conveyed, reference is hereby made to the Patent Certificate and deeds for the same here nbefore recited and referred to. The said tracts, parts of tracts, pieces and parcels of land herein mentioned and intended hereby to be conveyed, contain in the whole the quantity of 400 acres, more or less.

EXCEPTING, HOWEVER, all those two parcels which were carved out of the above land, one of which containing 3-1/8 acres, more or less, was heretofore conveyed by Michael Naughton to Francis A. Zimmerly by deed dated May 27, 1878, and recorded in Liber No. 50, folio 680, and another parcel containing 2½ acres, more or less, which was conveyed by Howard E. Fisher and wife to William Guy Hill by deed dated June 23, 1949, and recorded in Liber No. 261, folio 93, of the Land Records of Allegany County.

It being part of the same property which was conveyed unto the said Howard E. Fisher and wife by Edward P. Martz and others by deed dated April 28, 1945, and recorded in Liber No. 203 folio 621, one of the Land Records of Allegany County.

ALSO: All that piece or parcel of land lying and situate about four miles East of Cumberland on the Christie Road, Allegany County. State of Maryland, more particularly described as follows:

BEGINNING for the same at a large black oak standing by a new fence, about 140 feet South of a private road, and running thence South 69½ degrees West 217 feet, South 27 degrees East 100

feet, South 60 degrees East 205 feet, North 83 degrees East 332 feet to a fence post, and with a new wire fence, North 56 degrees West 420 feet to the place of beginning, containing 2 acres more or less. Magnetic bearings as of May 7, 1949, measurements horizontal

It being the same property which was conveyed unto the said Howard E. Fisher and wife by William Guy Hill and Edna H. Hill, his wife, by deed dated June 23, 1949, and duly recorded among the Land Records of Allegany County.

Also, included under the lien of this Mortgage are all of the bar and restaurant fixtures and appliances, kitchen equipment and all other personal property owned by the Mortgagors, or either of them, and located at No. 493 Baltimore Avenue, Cumberland, Maryland.

TOGETHER, with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the above described property unto the said Mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said Mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said Mortgagee, its successors or assigns, the aforesaid sum of Twenty-Seven Thousand Five Hundred (\$27,500.00) Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said Mortgagors shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the Mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500,00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property, as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

This Mortgage is additionally secured by a Mortgagefrom



Howard E. Fisher and Mary E. Fisher, his wife, to The Liberty
Trust Company covering a certain property in Garrett County, Maryland, and for the amount of Three Thousand (\$3,000.00) Dollars,
and bearing even date herewith, it being understood, however, that
the total obligation as evidenced by both mortgages is Twenty-Seven
Thousand Five Hundred (\$27,500.00) Dollars, together with the
interest thereon at the rate herein stated.

and no longer, the mortgagors may retain possession of the mortgaged property, upon paying in the meantime all taxes, assessments
and public liens levied on said property and on the mortgage debt
and interest hereby intended to be secured, the said Mortgagors
hereby covenant and agree to pay the said mortgage debt, the interest thereon and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said
mortgage the rents and profits of said property are hereby assigned
to the Mortgagee as additional security and the Mortgagors also consent to the immediate appointment of a receiver for the property
described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which male shall be made in manner following, to-wit: By giving at least-twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the Court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the Mortgagee, and a commission of eight per cent to the party selling or making said sale, and in ase said property is advertised, under the power herein contained and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the sai

commissions; secondly, to the payment of all moneys owing under this mortgage, whather the same shall have been matured or not; and as to the balance, to pay it over to the said Mortgagors, their heirs, personal representatives or assigns.

AND the said Mortgagors do further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least Twenty-Seven Thousand Five Hundred (\$27,500.00) Dollars - - - . and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the Mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee, or the Mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS the hands and seals of the said Mortgagors, the day and year above written.

WITNESS:

The state of the

HOWARD E. FISHER (SEAL)

Mary E. FISHER (SEAL)

gella L. Fraker (SEAL)

STATE OF MARYLAND COUNTY OF ALLEGANY

TO WIT:

I HEREBY CERTIFY, that on this 17th day of January, , the subscriber, a Notary Public of the State of Maryland, in and for the County of Allegany, personally appeared Howard B. Fisher and Mary E. Pisher, his wife, and Reynolds Fisher

and Zella L. Fisher, his wife, and each acknowledged the aforegoing mortgage to be their act and deed; and at the same time, before me also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Fiper, did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this afridavit.

IN WITNESS WHEREOF, I have hereto set my hand and affixed Notarial Seal the day and year above written.

FILED AND RECORDED JANUARY 18" 1955 at 1:50 P.M.

This Morigage, Made this -

day of

in the year nineteen hundred and

by and between

Leroy J. Lewis and Mabel L. Lewis, his wife,

of Allegany County, State of Maryland, of the first part, hereinafter called Mortgagors , and THE COMMERCIAL SAVINGS BANK OF CUMBERLAND, MARYLAND, a corporation duly incorporated under the laws of Maryland, of the second part, hereinafter called Mortgages, Witnesseth:

Mhrrsus, the said Mortgagors justly and bona fide indebted unto the said Mortgagee in the full and just sum of One Thousand Five Hundred (\$1,500.00) Dollars, for which they have given their promissory note of even date herewith, payable on or before one year after date with interest at the rate of 6% per annum in monthly payments on the principal and interest of not less than Thirty (\$30.00) Dollars.

And supersus, this mortgage shall also secure as of the date hereof, future advances made at the Mortgageo's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such

advance is used for paying the cost of any repair, alterations or improvments to the mortgaged property, as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

Now therefore, in consideration of the premises, and in order to secure the prompt payment of the said indebtedness and any future advances as aforesaid, together with the interest thereon, the said Mortgagors do bargain, seii, give, grant, convey, release and confirm unto the said Mortgagee, its successors and assigns, the following property, to-wit: All those three lots, assess or carcels of land lying and being in Allegany County, Maryland, situated assess and of Themester Road, a County goad that lies between desulten and a said a fathering Turnpike Road, said property being more particularly because of allows:

First. All that lot or parcel of last, containing 22/100 - 000 allow of the cribed and conveyed in the feet from allia f. Lewis et at coy J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 200 J. 2

141, one of the Land lecords of Allegany County, Marylani.

Second. All that lot or parcel of land, being Lot No. 30 and the adjoining triangular lot, as shown on the plat of the Lewis Lands filed in Plat Case, Nox 115, of the Land Records of Allegany County, Maryland, and being the same property described and conveyed in the deed from William T. Lewis et al to Leroy L. Lewis et ux, dated July 19, 1946, and recorded in Liber No. 219, folio 89, of said Land Records.

Third. All that lot or parcel of land containing 1.92 acres, more or less, which is described and conveyed in the deed from william.

T. Lewis to Leroy J. Lewis et ux, dated November 25, 1953, and recorded in Liber.

10. 255, Tolio 11h, one of the Land Records of Allegany County, Maryland.

Excepting, however, from the two parcels first described, all those first mis casements given from same by the said Lerby J. Lewis et al, in two meeds, one to J. Marshall Porter et ux, dated July 10, 19h6, and recorded in Liver No. 2h9, folio 368, one of said Land Records, and the other to the State of ar 1.17, to the use of the State Roads Commission of arryland, dated July 17, 193. Uni recorded in Liber No. 291, folio h86, one of said Land Records.

Reference to all of the deeds aforementioned is hereby more for a further description.

On haur and to huld the above described property unto the said Mortgagee, its successors or assigns, together with the buildings and improvements thereon, all fixtures and articles of personal property now or at any time hereafter attached to or used in any way in connection with the use, operation and occupation of the above described real estate, and the rights, roads, ways, waters, privileges, and appurtenances thereunto belonging or in anywise appertaining, in fee simple forever.

Frontier, that if the said Mortgagors, its, his, her, or their heirs, executors, administrators, successors, or assigns, do and shail pay or cause to be paid to the said Mortgagee, its successors or assigns, the aforesaid sum of———One Thousand Five Hundred (\$1,500.00)——dollars and the interest thereon in the manner and at the times as afore set out, and such future advances

with interest thereon, as may be made as hereinbefore provided, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void

And if is agreed, that until default be made in the premises, the said Mortgagors may hold and possess the aforesaid property, upon paying, in the meantime, all taxes, assessments and public liens levied on said property and on the mortgage debt and interest hereby intended to be secured, and any lien, claim or charge against said premises which might take precedence over the lien of this mortgage; all which taxes, assessments, public liens, lien, claim, charge, mortgage debt and interest thereon, the said Mortgagors hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the said Mortgagors shall not pay all of said taxes, assessments, public liens, liens, claims and charges as and when the same become due and payable the said Mortgagee shall have the full legal right to pay the same, together with all interest. penalties and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage. then the entire mortgage debt intended to be hereby secured, including such future advances as may be made as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said Mortgagee, its successors or assigns, or Wilbur V. Wilson, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell at public sale the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, its, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Allegany County, Maryland, which terms shall be at the discretion of party making said sale, and the proceeds arising from such sale to apply-first: To the payment of all expenses incident to such sale, including taxes, insurance premiums and a commission of eight per cent, to the party selling or making said sale, and if the property be advertised for default and no sale be made, one-half of said commissions shall be allowed and paid as costs, by the mortgagors , its, his, her or their representatives, heirs or assigns; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made as aforesaid, whether the same shall have then matured or not; and as to the balance, to pay it over to the said Mortgagors , its, his, her or

And the said Mortgagors further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, against loss by fire with extended coverage, and if required, war damage to the extent available, to the amount of at least - - - - One Thousand Five Hundred (01,500.00)- - - - dollars. and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other hazard, to inure to the benefit of the Mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee, or the Mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective partie-

witness, the hands and seals of said Mortgagors

History & Dudley. Mabe J. Lewis.

State of Maryland, Allegany County, to-wit:

Leroy L. Lewis and Mabel L. Lewis, his wife,

and acknowledged the aforegoing mortgage to be their act and deed; and at the same time, before me, also personally appeared George C. Cook, Cashier of The Commercial Savings Bank of Cumberland, Maryland, a corporation, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said George C. Cook did further, in like manner, make oath that he is the Cashier and agent or attorney for said corporation and duly authorized by it to make this affidavit.

and year above written.

Notary Public

Notary Public

The rather coming the Commercial maning thought humberland, many hand hereby released the northing indeforgation mortgage white the soft with the confirmate the confirmate the standard of the misistent work and attack by the misistent winter the think 11 the day of wind, 170 = (confirmate wavering through the commercial wavering through the commercial wavering through the confirmate wavering through the confirmation of the more thank that is the confirmation of the more thank that we will be a substant of the confirmation of the confirmation of the confirmation of the confirmation of the confirmation of the confirmation of the confirmation of the confirmation of the confirmation of the confirmation of the confirmation of the confirmation of the confirmation of the confirmation of the confirmation of the confirmation of the confirmation of the confirmation of the confirmation of the confirmation of the confirmation of the confirmation of the confirmation of the confirmation of the confirmation of the confirmation of the confirmation of the confirmation of the confirmation of the confirmation of the confirmation of the confirmation of the confirmation of the confirmation of the confirmation of the confirmation of the confirmation of the confirmation of the confirmation of the confirmation of the confirmation of the confirmation of the confirmation of the confirmation of the confirmation of the confirmation of the confirmation of the confirmation of the confirmation of the confirmation of the confirmation of the confirmation of the confirmation of the confirmation of the confirmation of the confirmation of the confirmation of the confirmation of the confirmation of the confirmation of the confirmation of the confirmation of the confirmation of the confirmation of the confirmation of the confirmation of the confirmation of the confirmation of the confirmation of the confirmation of the confirmation of the confirmation of the confirmation of the confirmation of the confirmation of the confirmation of the confirmatio

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FILED AND ACCORDED JANUARY 18" 1955 at 12:30 P.M. purchase money

This Mortgage, Made this 1278 day of January in the year Nineteen Hundred and fifty - 1170 by and between

Virgil L. Abe and Mary Lee Abe, his wife,

of Allegany County, in the State of Maryland, part105 of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Nine Thousand Two Hundred Twenty-five &00/100 - (\$9225.00) -- Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of the per cent. per annum, in the manner following:

By the payment of Fifty-eight & 39/100 - - (\$58.39) - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to



the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforestanting of said advance.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, the said mortgagers do give, grant bargain and sell, convey, ing described property, to-wit:

All those lots, pieces or percels of ground lying and being on the westerly side of Howling Avenue known and designated as nert of Lot No. 19, whole Lot No. 20 and whole Lot No. 21, in Howling Green Tenth Addition located on or near the McMullen Highway about one mile westerly of the city limits of Cumberland, Allegany County, Maryland, a plat of which said addition is recorded in Liber No. 264, folio 67 one of the Land Records of Allegany County, Maryland, which said lots are more rarticularly described as a whole as follows, to-wit:

Beginning for the same on the westerly side of Rowling Avenue distant South 13 degrees 2 minutes East 164.8 feet from the southwesterly intersection of Bowling Avenue and Valnut Street, and running then with said avenue South 13 degrees 2 minutes East 95 feet, then South 76 degrees 58 minutes West 120.9 feet to the easterly side of a 15 foot alley, then with said alley North 17 degrees 40 minutes West 53.75 feet, North 14 degrees 40 minutes West 41.42 feet, and then North 76 degrees 59 minutes East 126.43 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Charles V. Chapman and Buth D. Chapman, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgages option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500,00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant—to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mort-

gagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgager s, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein of the ir part to be performed, then this mortgage shall be void.

End it is Egreed that until default be made in the premises, the said mortgagor s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor s hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesald, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published-in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Enothe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Nine Thousand Two Hundred Twenty-five & 00/100 ----- Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to piace such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

End the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do mortgage on or before fully imposed taxes for the preceding calendar year tax recipts evidencing the payment of all law-dencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within nlnety days after the same shall become due and payable and to pay and discharge within nlnety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, of in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgage may demand the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgage, immediately mature the entire principal and interest hereby secured, and the mortgage may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgage's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said mortgage debt intended hereby to be secured shall become due and demand

Hittiess, the hand and seal of said mortgagors

Attest:

Virgil L. Abe

Wirgil L. Abe

Mary Lee Abe

Hery Lee Abe

_[SEAL]

[SEAL]

[SEAL]

State of Maryland, Allegany County, to-wit:

| I hereby certify. | | day of January |
|--------------------------------|----------------------------------|------------------------------|
| n the year nineteen Hundred an | d Fifty-five | , before me, the subscriber, |
| a done of the State of | Maryland, in and for said County | , personally appeared |

Virgil L. Abe and Mary Lee Abe, his wife,

the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

N. 65 P. 1

WITNESS my hand and Notarial Seal the day and year aforesaid.

FILED AND RECORDED JANUARY 19" 1999 At 1:20 1.M.

This Mortgage, Made this

day of January

, 1955 ,

by and between

of

Allegany County, Maryland, party of the first part, hereinafter called the "Mortgagor." and EQUITABLE SAVINGS AND LOAN SOCIETY OF FROSTBURG,

- - - - - WEILLE MAPY WATKIN, WIDOW- - -

MARYLAND, a corporation duly organized and existing under and by virtue of the laws of the State of Maryland, party of the second part, hereinafter called the "Mortgagee."

Cobcreas, the Mortgagor, being a member of said Society, has received therefrom a loan of TWO HUNDRED EIGHTY- - - - - - - - - - DOLLARS (\$280.00) being the balance of the purchase money for the property hereinafter described on his TWO and TWO-THIRTEENTHS-

of its stock. - - - (2-2/13) SHARES Hnd Unbereas, the Mortgagor has agreed to repay the said sum so advanced in installments,

with interest thereon from the date hereof at the rate of six per centum (6%) per annum, in the manner following:

By the payment of

TEN DOLLARS (\$10.00), on or before the

day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the ealendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all outstanding taxes, assessments or other public charges of every nature and description, fire and extended coverage insurance premiums, and other charges affecting the hereinafter described premises, or to the payment of all sums advanced for the same, together with interest as hereinafter provided; and (3) to the payment of the aforesaid principal sum.

And Unbercas, it was a condition precedent to said loan that the repayment thereof, together with the interest, advances and charges aforesaid, and the performance of the covenants and conditions hereinafter mentioned, should be secured by the execution of this Mortgage:

How Therefore, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of One Dollar (\$1.00) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby give, grant, bargain and sell, convey, release, confirm and assign unto the Mortgagee, its successors and assigns, the following property, to wit:

ALL that lot, piece or parcel of ground lying and being in Allegany County, Maryland, situated in Election District No. 12, having a frontage on Powell's Lane near the Town of Grahamtown, and heins more particularly described as follows:

BEGINNING for the same on the side of Powell's Lane at a stake standing at the end of two hundred and fifty feet from the beginning of the first line of all that lot or percel of ground which was conveyed by the Consolidation Goal Company to Simeon H. Duckworth and wife by deed dated December 9, 192), and recorded among the Land Records of Allegany County, Maryland, in Liber No. 163, folio 284, and running thence with part of said first line of said deed and with Powell's Lane South sixty degrees twenty-six minutes East fifty feet, and thence running across the said whole lot South twenty-nine degrees sixteen minutes West one hundred and forty-six and twenty-one hundredths feet to the fourth line of said whole lot, and thence running with part of said fourth line South fifty-nine degrees fifty-eight minutes West fifty feet and running thence across said whole lot North twenty-nine degrees forty-eight minutes East one hundred forty-five and seventy-nine hundredths feet to the place of beginning.

IT being the same property which was conveyed by Simeon H. Duckworth and wife by deed dated December 16, 1939, to Joseph E. Fatkin and Nellie Mary Fatkin, his wife, and recorded in Deeds Liber No. 185, folio 354 of the Land Pecords of Allegany County, Maryland; the said Joseph E. Fatkin having haretofore departed this life leaving surviving his wife, the said Yellie Mary Fatkin, title to the said property having thereupon entireties.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereto belonging or in anywise appertaining, including all lighting, heating, gas and plumbing apparatus and fixtures attached to or used on and about said premises, it being agreed that for the purposes of this mortgage the same shall be deemed permanent fixtures, and all rents, issues and profits accruing from the premises hereby mortgaged.

To bave and to bold the said lot of ground and improvements thereon to the use of the Mortgagee, its successors and assigns, in fee simple.

Provided, that if the Mortgagor, his heirs, personal representatives and assigns, shall make or cause to be made the payments herein provided for as and when the same shall become due and payable, and in the meantime shall perform and comply with the covenants and conditions herein mentioned on his part to be made and done, then this Mortgage shall be void.

Hno the Mortgagor hereby covenants and agrees with the Mortgagee, its successors and assigns, to pay and perform as above set forth, and in addition thereto to pay unto the Mortgagee, its successors and assigns, during the continuance of this Mortgage, the sum of

DOLLARS

(\$) per month upon the same day of each month hereafter, and beginning on the same date as hereinbefore provided for principal and interest payments, said additional payments to con-



stitute a special fund to be used by the Mortgagee, its successors and assigns, in payment of state, county and city taxes, and insurance premiums, when legally due or demandable, and any surplus remaining after the payment of said charges may, at the option of the Mortgagee, be credited as a payment on account of the principal mortgage debt; and the Mortgagor further agrees that should said special fund at any time be insufficient, by reason of an increase in the assessment of said property or an increase in the tax rates, or from any other cause, to pay said charges, that he, his heirs, personal representatives or assigns, will on demand pay said deficiency; the Mortgagor further agrees to pay, when legally due, all other assessments, public dues and charges levied or assessed, or to be levied or assessed on said property hereby mortgaged, or on the mortgage debt or interest herein covenanted to be paid. In the event of the foreclosure of this Mortgage and the sale of the mortgaged premises as hereinafter provided, any balance in this special fund any, at the option of the Mortgagee, be applied to the reduction of the indebtedness hereby secured at the time of the commencement of such foreclosure proceedings.

It is further understood and agreed that if the Mortgagor fails to pay to the Mortgagee, its successors and assigns, during the continuance of this Mortgage, the said monthly payments for the establishment of a special fund for the payment of state, county and city taxes, and insurance premiums, or any deficiency in said account as hereinbefore mentioned, the Mortgagee, its successors and assigns, may, at its option, pay the said taxes and insurance premiums without waiving or affecting its right to forcelose said nortgage or any other of its rights hereunder, and every payment so made by the Mortgagee shall bear interest from the date of said payment at the rate of six per centum (6%) per annum and shall become a part of the indebtedness hereby secured.

THE MORTGAGOR also covenants and agrees to keep the improvements on said property in good repair and not to permit or suffer any waste thereon, and to insure and keep insured said improvements against fire, windstorm and such other hazards, as may be required by the Mortgagee, or its assigns, in such company or companies approved by, and in amounts required by the Mortgagee, its successors and assigns, and to cause the policies therefor to be so framed as to inure to the benefit of the Mortgagee, its successors and assigns, to the extent of its or their claim hereunder, and to deliver said policies to the Mortgagee, its successors and assigns.

And the Mortgagor does further covenant and agree;

- (a) That if the premises covered hereby, or any part thereof, shall be damaged by fire or other hazard against which insurance is held as hereinbefore provided, the amounts payable by any insurance company pursuant to the contract of insurance shall, to the extent of the indebtedness then remaining inipaid, be paid to the Mortgagee, and, at its option, may be applied to the mortgage debt or released for the repairing or rebuilding of the premises.
- (b) That upon a default in any of the covenants of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt.
- (c) That it shall be deemed a default under this mortgage if he shall sell, cease to own, transfer, or dispose of the within described property without the written consent of the Mortgagee.
- (d) That he specially warrants the property herein mortgaged, and that he will execute such further assurances thereof as may be required.
- (e) That he will pay a "late charge" of twenty-five cents or two cents for each dollar of each payment due, whichever is larger, for each payment more than five days in arrears, to cover the extra expense involved in handling delinquent payments.

And it is Egreco that until default be made in the premises, the Mortgagor, his heirs, personal representatives or assigns, may hold and possess the aforesaid property.

And in case of any default being made in any of the payments, covenants or conditions of this mortgage, the whole mortgage debt then due and owing, together with accrued interest thereon, shall, at the option of the Mortgagee, its successors and assigns, at once become due and payable; the waiver of any default and the failure to exercise the option to demand the whole balance of the mortgage debt shall not operate as or constitute a waiver of the right to make such demand upon any default thereafter; and it shall thereupon be lawful for the Equitable Savings and Loan Society of Frostburg, Maryland, its successors and assigns, or W. Earle Cobey, its, his, her or their duly constituted agent and attorney, at any time after such default, to sell the property hereby mortgaged, or so much thereof as may be necessary to satisfy and pay the indebtedness hereby secured and all costs incurred in the making of such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her, or their heirs and assigns, which said sale shall be made in the manner following, to wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction, and if said property be not sold, it may be sold afterwards, either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling; and the proceeds arising from said sale shail be applied, first, to the payment of all costs and expenses incident to said sale and distribution of the proceeds thereof, including taxes, water rents, and all public charges due and owing, and a commission of eight per cent (8%) to the party selling of making said sale; secondly, to the payment of all claims of said Mortgagee, its successors and assigns, owing under this mortgage, whether the Earlie shall rave matured or not, including all advances together with interest thereon as herein provided; and the balance (if any there be) shall be paid to the Mortgagor, his personal representatives, heirs or assigns, or to whomever may be entitled to the same. In case of advertisement under the above power but no sale, all expenses incident thereto and one-half of the above commission shall be allowed and paid to the person or persons advertising the same by the Mortgagor.

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The covenants herein contained shall bind, and the benefits and advantages shall inure to the respective heirs, personal representatives, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

of the first part on the day and Williess, the signature and seal of the party year above written. Mellie Mary Father (SEAL)
NELLIE MARY FATHER, WIDOW WITNESS as to all: State of Maryland, Allegany County, to-wit: NELLIE MARY FATKIN, WIDOW the Mortgagor herein, and acknowledged the aforegoing instrument of writing to be her act and deed; and at the same time and place before me also personally appeared Fred W. Boettner, Secretary of the Equitable Savings and Loan Society of Frostburg, Maryland, the Mortgagee therein, and made oath in due form of law that the consideration in the aforegoing mortgage is true and bona fide as herein set forth, and further made oath in due form of law that he is the Secretary and Agent of the Mortgagee and duly authorized by it to make such affidavit. Witness my hand and Notarial Seal. FILED AND ASCORDED JANUARY 19" 1955 at 1:20 P.M. This Mortgage, Made this by and between - - WILLIAM L. JONES and LOTTIE JONES, his wife-Allegany County, Maryland, parties of the first part, hereinafter called the "Mortgagor," and EQUITABLE SAVINGS AND LOAN SOCIETY OF FROSTBURG,

MARYLAND, a corporation duly organized and existing under and by virtue of the laws of the State of Maryland, party of the second part, hereinafter called the "Mortgagee."

Cubercas, the Mortgagor, being a member of said Society, has received therefrom a loan

of THREE HUNDRED- - - - - - - - - - - - - - - OO/100---- DOLLARS (\$300.00) being the balance of the purchase money for the property hereinafter described

And Cubercas, the Mortgagor has agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of six per centum (6%) per annum, in the manner following:

Byr-the payment of

day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all outstanding taxes, assessments or other public charges of every nature and description, fire and extended coverage insurance premiums, and other charges affecting the hereinafter described premises, or to the payment of all sums advanced for the same, together with interest as hereinafter provided; and (3) to the payment of the aforesaid principal sum.

And Cubercas, it was a condition precedent to said loan that the repayment thereof, together with the interest, advances and charges aforesald, and the performance of the covenants and conditions hereinafter mentioned, should be secured by the execution of this Mortgage:

How Therefore, THIS MORTGAGE WITNESSETH, that In consideration of the premises, and of the sum of One Dollar (\$1.00) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby give, grant, bargain and sell, convey, release, confirm and assign unto the Mortgagee, its successors and assigns, the following property, to wit:

ALL of that lot, piece or parcel of land lyin, and being in Allegany County, in the State of Maryland; it being part of a tract called "Walnut Level", and which said part now intended to be conveyed is more particularly described as follows:

BEGINNING at a stake standing by an old fence and at the end of the first line of Edward R. Eradley's lot, and running thence North eight degrees West thirty-nine feet to a stake East two hundred eighty-eight feet to the edge of the County Road, and with it South one degree East thirty-eight feet to intersect a line drawn East from the beginning, and teginning.

IT being the same property which was conveyed to the parties of the first part herein by Mary Wright and others, by deed dated August 23, and recorded in Liber No. 156, folio 150, of the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereto belonging or in anywise appertaining, including all lighting, heating, gas and plumbing apparatus and fixtures attached to or used on and about said premises, it being agreed that for the purposes of this mortgage the same shall be deemed permanent fixtures, and all rents, issues and profits accruing from the premises hereby mortgaged.

To bave and to bold the said lot of ground and improvements thereon to the use of the Mortgagee, its successors and assigns, in fee simple.

Provided, that if the Mortgagor, his heirs, personal representatives and assigns, shall make or cause to be made the payments herein provided for as and when the same shall become due and payable, and in the meantime shall perform and comply with the covenants and conditions herein mentioned on his part to be made and done, then this Mortgage shall be vold.

Hnd the Mortgagor hereby covenants and agrees with the Mortgagee, its successors and assigns, to pay and perform as above set forth, and in addition thereto to pay unto the Mortgagee, its successors and assigns, during the continuance of this Mortgage, the sum of

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(\$) per month upon the same day of each month hereafter, and beginning on the same date as hereinbefore provided for principal and interest payments, said additional payments to constitute a special fund to be used by the Mortgagee, its successors and assigns, in payment of state, county and city taxes, and insurance premiums, when legally due or demandable, and any surplus remaining after the payment of said charges may, at the option of the Mortgagee, be credited as a payment on account of the principal mortgage debt; and the Mortgagor further agrees that should said special fund at any time be insufficient, by reason of an increase in the assessment of said property or an increase in the tax rates, or from any other cause, to pay said charges, that he, his heirs, personal representatives or assigns, will on demand pay said deficiency; the Mortgagor further agrees to pay, when legally due, all other assessments, public dues and charges levied or assessed, or to be levied or assessed on said property hereby mortgaged, or on the mortgage debt or interest herein covenanted to be paid. In the event of the foreclosure of this Mortgage and the sale of the mortgaged premises as hereinafter provided, any balance in this special fund may, at the option of the Mortgagee, be applied to the reduction of the indebtedness hereby secured at the time of the commencement of such foreclosure proceedings.

It is further understood and agreed that if the Mortgagor fails to pay to the Mortgagee, its successors and assigns, during the continuance of this Mortgage, the said monthly payments for the establishment of a special fund for the payment of state, county and city taxes, and insurance premiums, or any deficiency in said account as hereinbefore mentioned, the Mortgagee, its successors and assigns, may, at its option, pay the said taxes and insurance premiums without waiving or affecting its right to foreclose said mortgage or any other of its rights hereunder, and every payment so made by the Mortgagee shall bear interest from the date of said payment at the rate of six per centum (6%) per annum and shall become a part of the indebtedness hereby secured.

THE MORTGAGOR also covenants and agrees to keep the improvements on said property in good repair and not to permit or suffer any waste thereon, and to insure and keep insured said improvements against fire, windstorm and such other hazards, as may be required by the Mortgagee, or its assigns, in such company or companies approved by, and in amounts required by the Mortgagee, its successors and assigns, and to cause the policies therefor to be so framed as to inure to the benefit of the Mortgagee, its successors and assigns, to the extent of its or their claim hereunder, and to deliver said policies to the Mortgagee, its successors and assigns.

End the Mortgagor does further covenant and agree:

- (a) That if the premises covered hereby, or any part thereof, shall be damaged by fire or other hazard against which insurance is held as hereinbefore provided, the amounts payable by any insurance company pursuant to the contract of insurance shall, to the extent of the indebtedness then remaining unpaid, be paid to the Mortgagee, and, at its option, may be applied to the mortgage debt or released for the repairing or rebuilding of the premises.
- (b) That upon a default in any of the covenants of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt.
- (c) That it shall be deemed a default under this mortgage if he shall sell, cease to own, transfer, or dispose of the within described property without the written consent of the Mortgagee.
- (d) That he specially warrants the property herein mortgaged, and that he will execute such further assurances thereof as may be required.
- (e) That he will pay a "late charge" of twenty-five cents or two cents for each dollar of each payment due, whichever is larger, for each payment more than five days in arrears, to cover the extra expense involved in handling delinquent payments.

And it is Agreed that until default be made in the premises, the Mortgagor, his heirs, personal representatives or assigns, may hold and possess the aforesaid property.

And in case of any default being made in any of the payments, covenants or conditions of this mortgage, the whole mortgage debt then due and owing, together with accrued interest thereon, shall, at the option of the Mortgagee, its successors and assigns, at once become due and payable; the waiver of any default and the fallure to exercise the option to demand the whole balance of the mortgage debt shall not operate as or constitute a waiver of the right to make such demand upon any default thereafter; and it shall thereupon be lawful for the Equitable Savings and Loan Society of Frostburg, Maryland, its successors and assigns, or W. Earle Cobey, its, his, her or their duly constituted agent and attorney, at any time after such default, to sell the property hereby mortgaged, or so much thereof as may be necessary to satisfy and pay the indebtedness hereby secured and all costs incurred in the making of such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her, or their heirs and assigns, which said sale shall be made in the manner following, to wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction, and if said property be not sold, it may be sold afterwards, either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling; and the proceeds arising from said sale shall be applied, first, to the payment of all costs and expenses incident to said sale and distribution of the proceeds thereof, including taxes, water rents, and all public charges due and owing, and a commission of eight per cent (8%) to the party selling or making said-sale; secondly, to the payment of all claims of said Mortgagee, its successors and assigns, owing under this mortgage, whether the same shall have matured or not, including all advances together with interest thereon as herein provided; and the balance (if any there be) shall be paid to the Mortgagor, his personal representatives, heirs or assigns, or to whomever may be entitled to the same. In case of advertisement under the above power

but no sale, all expenses incident thereto and one-half of the above commission shall be allowed and paid to the person or persons advertising the same by the Mortgagor.

The covenants herein contained shall bind, and the benefits and advantages shall inure to the respective heirs, personal representatives, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall

Hiturss, the signatures and seals of the parties year above written.

of the first part on the day and

WITNESS as to all:

State of Maryland, Allegany County, to-wit:

I hereby certify, That on this ____/522 day of January . 1955. before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared WILLIAM L. JONES and LOTTIE JONES, his wife

the Mortgagos herein, and acknowledged the aforegoing instrument of writing to be thei

respective act and deed; and at the same time and place before me also personally appeared Fred W. Boettner, Secretary of the Equitable Savings and Loan Society of Frostburg, Maryland, the Mortgagee therein, and made oath in due form of law that the consideration in the aforegoing mortgage is true and bona fide as herein set forth, and further made outh in due form of law that he is the Secretary and Agent of the Mortgagee and duly authorized by it to make such

Witness my hand and Notarial Seal.

FILED AND RECURDED JANUARY 19" 1955 at 9:40 A.m.

rigage, Made this 18TH day of JANUARY year Nineteen Hundred and fifty -five by and between

_in the

Leroy F. Owens and Rits C. Owens, his wife,

of Allegany County, in the State of Maryland, partles of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

A 55 M

With said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 42 per cent. per annum, in the manner following:

By the payment of Thirty-nine & 51/100 - -(\$39,51) - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Pow Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, release and confirm unto the said mortgagers do give, grant bargain and sell, convey, ing described property, to-wit:

All that lot or mercal of ground estuated on the easterly side of Mullin Streat, in Mapleaside Addition to Cumterland, Allegany County, Maryland, known and designated as Lot No. 343 on the mist of said addition, a plat of which said addition is recorded in Liber No. 1, folio 30 one of the Plat Records of Allegany County, Maryland, and particularly described as follows, to-wit:

Baginning for the same on the easterly side of Mullin Street at the end of the first line of Lot No. 342 of said addition, and running then with the easterly side of Mullin Street, South 10 degrees and 10 minutes West 50 feet, then South 79 degrees and 50 minutes Fast 194.3 feet to the 10th line of the Hoffman tract, then with it, North 24th degrees East 51.9 feet to the end of the second line of said Lot No. 342, and then with said second line, reversed, North 79 degrees and 52 minutes West 207.3 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of William J. Yoders and Edith M. Yoders, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the



Mortgagee is the Beneticiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant—to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire fisk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant—generally to, and covenant—with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that ______will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

And it is Egreed that until default be made in the premises, the said mortgagor may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, sales to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement the mortgagors, representatives, heirs or assigns.

Anothe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Five Thousend Four Hundred & 00/100 - -(\$5400.00) - -Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its llen or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

End the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgager, for themselves and their heirs, and personair representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax recipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any owaste, impairment or deterioration of said property or any part thereof, and upon the failure of the mortgager to keep the buildings on said property in good condition of repair, the mortgage may with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgage may, without notice, institute proceedings to forcelose this mortgage, and anply for the appointment of a receiver, as hereinafter provided; (3) and the holder any security for the debt) to the appointment of a receiver to collect the rents and profits of said property, or said property to collect the rents and profits of said gaged property be acquired by any person, persons, partnership or corporation—, other than the mortgagoe's written consent, or should the same be encumbered by the mortgagors, their heirs of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt Intended hereby to be secured shall have continued for thirty days or after default in the performance of any of the aforegoing coverants or conditions.

for thirty consecutive days.

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| O. ORBITA |
| State of Maryland, |
| Allegany County, to-wit: |
| I hereby certify was a company |
| in the year nineteen Hundred and Fifty-five |
| a Notary Public of the State of Maryland, in and for said County, personally appeared |
| Leroy F. Owens And Rita C. Owens, his vife, |
| the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act |
| and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration of law that he had the proper authority to make this affidavit as agent for the said mortgagee. WHYNESS my hand and Notarial Seal the day and year aforesaid. |
| and year aforesaid. |
| tiles Ita |
| ger & Present Rd. |
| FILED AND LOUIDED JANUARY 19" 1955 at 2:40 P.M. |
| This Martanes |
| in the year Nineteen Hundred and Fifty-five |
| by and between |
| Lawrence Gregory Malloy and Emma Jean Malloy, his wife, |
| of Allegany |
| Country in All Co. |
| part 188 of the first part, and Joseph F. Porter and Catherine T. |

Porter, his wife,

do

of Allegany County, in the State of Ingulard

The continuous of the second art in the full and just sum of For Photograph (Ji, (CO.CO) pollers, which said sum the midel of For Photograph (Ji, (CO.CO) pollers, which said sum the midel of For Photograph (Ji, (CO.CO) pollers, which said sum the midel of For Photograph (Ji, (CO.CO) pollers, which said sum the midel of Formation of the promises, and of the sum of one dollar for Band polle, and in order to secure the prompt payment of the premises, and of the sum of one dollar for Band polle, and in order to secure the prompt payment of the sum of one dollar for Band

paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

give, grant, bargain and sell, convey, release and confirm unto the said

heirs and assigns, the following property, to-wit: All that centain let are reclaimed in the ten property of the ten property.

A tenen distinct, Terpland, and describe the follows:

L'I. I.? Do the mass at a per stanting on the rightof-er of the Unit Plantiani amosphyshia." " track and his." I ton the first line of the fairle percel of a feed from the line ling Johany to the Deported and Pennsylvenia a ilrost Johany; said leed bearing date of the 12th leads to the

Ind in Liber 10°, folio 200; and running thence from said per which stands forty feet from the ceter line thereof, Lorth 32 degrees () in the 7 st 123.61 feet to the li its of the old county road leading from cust Lovare to Sumberland; and running thence with sail madway and running South 31 degrees Ol nimites East 111.17 feet to the eforesaid right-of-way of the aforesaid Cumberland and Leansylvenia wilload; and with it, Louth 11 degrees Ol minutes West 10.00 feet to the place of beginning, containing .27 acres.

BEING the same property that was conveyed by the

said parties of the second part to the said parties of the first part by deel of even date herewith and intended to be recorded simultaneously with the recording of this mortgage. This is a purchase money mortgage given to secure a part of the purchase price. Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining. Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said parties of the second part, their executor , administrator or assigns, the aforesaid sum of. ----Four thousand Dollars----together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their performed, then this mortgage shall be void. And it is Egreed that until default be made in the premises, the said. parties of the first part may hold and possess the aforesald property, upon paying ln the meantlme, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and Interest thereon, the said parties of the first part hereby covenant to pay when legally demandable. But in case of defauit being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said__ parties of the second part, their heirs, executors, administrators and assigns, or____ Harold E. Naughton his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their helrs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberiand, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said__ parties of the first part, their

_heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, helrs or assigns. parties of the first part End the said___ further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance assigns, the improvements on the hereby mortgaged land to the amount of at least --- Four thousand-----Dollars

| | LIBER 309 PAGE 455 | | | |
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| | and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, | | | |
| | to inure to the benefit of the mortgagees, their heirs or assigns, to the extent | | | |
| | of their lieu or claim hereunder, and to place such police | | | |
| ı | possession of the mortgagee S, or the mortgagee Supply offeet and in | | | |
| | the premiums thereon with interest as part of the mortgage debt | | | |
| - [| Mitness, the hand send seals of said mortgagors. | | | |
| - | $\Delta t + \alpha \Delta t$. | | | |
| J | Lawrence Trecory Mille [SEAL] | | | |
| | Lawrence Transport Malloy | | | |
| | [SEAL] | | | |
| | The Jean alloy [SEAL] | | | |
| | · ···· | | | |
| | | | | |
| | State of Maryland, | | | |
| | Allegang County, to-mit: | | | |
| | II. | | | |
| | I hereby certify. That on this 10 th day of January | | | |
| | in the year nineteen Hundred and two Comments | | | |
| | a Notary Public of the State of Maryland, in and for said County, personally appeared | | | |
| | Laurence Graces and Tor said County, personally appeared | | | |
| | Lawrence Gregory allow and Emma Jean Felloy, his wife | | | |
| | and they acknowledged the aforegoing mortgage to be their | | | |
| 1 | act and dood, and 11 | | | |
| - 11 | act and deed; and at the same time before me also personally appeared | | | |
| ı | act and deed; and at the same time before me also personally appeared | | | |
| | Joseph F. Porter and Catherine Theresa Forter, his the within named mortgages and made oath in due form of law, that the general and | | | |
| | act and deed; and at the same time before me also personally appeared | | | |
| /) | Joseph F. Porter and Catherine Theresa Forter, his the within named mortgagees and made oath in due form of law, that the consideration in said mortgage and bona fide as therein set for forth. | | | |
| 11. | Joseph F. Porter and Catherine Theresa Forter, his the within named mortgagees and made oath in due form of law, that the consideration in said mortgage and bona fide as therein set for forth. | | | |
| | Joseph F. Porter and Catherine Theresa Forter, his the within named mortgages and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set for forth. WELLES my hand and Notarial Seal the day and year aforesaid. | | | |
| | Joseph F. Porter and Catherine Theresa Forter, his the within named mortgages and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set for forth. WELLES my hand and Notarial Seal the day and year aforesaid. | | | |
| | Joseph F. Porter and Catherine Theresa Forter, his the within named mortgagees and made oath in due form of law, that the consideration in said mortgage and bona fide as therein set for forth. | | | |

FILED AND RECORDED JANUARY 18" 1955 at 10:15 A.M.

THIS MORTCAGE made this lat, day of property, in the five year one thousand nine hundred and fifty property, by and between Joseph F. Habeeb and Nettie S. Habeeb, his wife, of Westernport, Allegany County, Maryland, parties of the first part, and The Citizens National Bank of Westernport, Maryland, a corporation; The First National Bank of Barton, Maryland; a corporation; and The First National Bank of Piedmont, West Virginia, a corporation all organized under the National Banking Laws of The United States, parties of the second part, witnesseth,

WHEREAS, the parties of the first part are indebted unto the eaid parties of the eccond part, altogether in the full and just sum of twenty-two thousand dollare (\$22,000.00) for money lent, which loan is evidenced by the three promissory notee of the said parties of the first part, each of even date herewith, and providing as follows:

One of said notes being payable to The Citizene Nat-Bonal Bank of Westernport, Maryland, on demand, for the sum of eight thousand dollars (\$8,000.00) with interest at 6% per annum, payable monthly.

One of seid notes being payable to The First National Bank of Barton, Maryland, on demand for the sum of five thousand dollars (\$5,000.00) with interest at 6% per annum, payable monthly.

One of said notes being payable to The First National Bank of Piedmont, West Virginia, on demand, for the sum of nine thousand dollars (\$9,000.00) with interest at 6% per annum, payable monthly.

AND WHEREAS, the eaid parties of the first part desire by this mortgage to secure to the holders of said promissory notes the prompt payment of the principal thereof and the interest due thereon as stipulated in said notes, without any preference or priority between them in said security.

NOW THEREFORE THIS MORTGAGE WITNESSETH, that the said pertiss of the first part in consideration of the premises and of the mutual covenants herein contsined and of the payment of the said sum of twenty two thousand dollars, as well as the execution and delivery of these presents, and in order to secure the prompt payment of the principal and interest of the notes mentioned above, as well as to secure the payment of the principal and interest of any renewals of the same or either of them for the same or lesser amounts, as well as to secure the performance of each and all of the covenants herein expressed to be performed, do hereby give, grant, bargain and cell, release and confirm unto the said, The Citizene National Bank of Westernport, Maryland, The First National Bank of Barton, Maryland, and The First National Bank of Piedmont, West Virginia, their successors and assigns, all of the following







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lands, premises and estate situated in the town of Westernport, Allegan, County, Maryland, to wit:

All that certain real estate lying and being at the corner of Main Street and River Road, and particularly described as beginning for the same on the Northerly side of River Road, now called Church Street, at a point distant South 20 degrees 51 minutes East 36.1 feet from the South Easterly corner of the two story brick building known as the J. H. C. Getty House, located on the property hereby conveyed, and running thence with the Northerly side of the said River Road or Church Street, North 57 degrees 24 minutes, West 29.4 feet, thence North 48 degrees 30 minutes West 68 feet to the Easterly side of Main Street, and with it North 24 degrees 10 minutes East 72.5 feet to the Southerly side of an Alley and with it South 65 degrees 50 minutes East 94 feet to intersect a line drawn North 24 degrees 10 minutes East from the place of beginning, and then reversing the said intersecting line (Parallel with Main St.) South 24 degrees 10 minutes East 97.1 feet to the beginning. Being the same property which was conveyed unto George Habeeb by deed from John H. Getty, Trustee, dated September 1, 1921 and of record in Liber No. 143 Folio 551 of the land records of Allegany County, Maryland. To which deed, so recorded and the plat attached thereto a reference is hereby made for a more definite and particuiar description of the said property.

EXCEPTING HOWEVER THEREFORM that small triangular , srcel of ground containing 72.8 source feet, more or less, which was conveyed by George Habeeb et ux to M. A. Getty by deed of May 71,1923 and recorded in Liber No. 143 Folio 557 of the land records of Allegany County, Maryland. And Excepting also that strip of land 16½ feet wide running throughout and along the northerly boundary of said lands of the parties of the first part as was conveyed by them to The Citizens Kational Bank of Westernport, Maryland, by December deed of \$30th.1954, and which deed is to be recorded among the land records of Allegany County, Maryland, prior to the recording of this mortgage. To which deeds so recorded a reference is hereby specially made for a more definite and particular description of the property herein excepted.

All of the property and estate hereby mortgaged having descended upon the death of the said George Habeeb, intestate, unto Victoria Habeeb, his widow, Joseph F. Habeeb and Parbara Habeeb, his two children, and the interest of the said Victoria Habeeb and Barbara Habeeb having been heretofore conveyed unto Joseph F. Habeeb by deeds duly recorded among the land records of Allegany County, Maryland.

TOGETHER with all of the improvements thereon and all of the rights, roads, waters and privileges thereunto belong or in any way appertaining.

TO HAVE AND TO HOLD all of the above mentioned and described premises, property, rights, estate and appurtenances unto the said The Citizens National Bank of Westernport, Maryland; The First National Bank of Barton, Maryland; and The First National Bank of Piedmont, West Virginia, their successors and assigns, Provided However, that if the said parties of the first part, their

heirs, executors, administrators or assigns do and shall pay to the said banks, their successors or assigns, the aforesaid sum of twenty two thousand dollars (\$22,000.00), evidenced by the aforesaid three promissory notes, together with the interest thereon, as and when the same shall become due and payable, and in the meantime shall perform all of the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises by the parties of the first part or until they shall do or permit anything to be done which will impair, weaken or diminish the security intended to be given under and by virtue of this mortgage, the said banks, the mortgagees as aforesaid, their successors and assigns will permit and suffer the said parties of the first part, their heirs and assigns, to possess, manage and operate and enjoy all of the lands, tenements, property, rights and privileges hereinbefore described, and to receive, take and use the income, revenue, rents, issues and profits thereof in the same menner and with the same effect as if this mortgage had never been made.

AND IT IS AGREED that the said parties of the first part shall at all times during the existence of this mortgage keep the improvements on said premises insured against loss or damage by fire in such fire insurance comparies as will be acceptable to the mortgagees herein to the amount of at lesst twenty two thousend dollars and to cause the policies issued therefore to be so framed or endorsed as in case of fire, to inure to the benefit of the mortgagees herein, their successors or assigns to the extent of their liens or claims hereunder, and to place such policies forthwith in the possession of the mortgagees or the mortgagees may effect such insurance and collect the premiums thereon with interest as part of the mortgage debt.

AND IT IS FURTHER AGREED, that in case the said parties of the first part, their heirs, personal representatives or assigns shall at any time hereafter make default in the payments on said loan as evidenced by said promissory notes or shall fail to pay the interest thereon as provided in said notes or shall suffer or allow and taxes, assessments or charges to be or become in arrests whereby the security of this mortgage may be impaired or shall fail to keep such premises insured as herein provided or shall make default or breach in the performance or observence of any condition, obligation or requirement herein imposed upon them, then and in either of said events, these presents are hereby declared to be in trust and the said parties of the second part or either of them.



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their or its successors or assigne, or Horace P. Whitworth or Harry K. Drane, their duly constituted agent or attorney are hereby authorized and empowered at any time thereafter to cell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey to the purchaser or purchasere, thereof the said property, which eale shall be made in manner following, to wit: By Living at least thirty days notice of the time, place, manner and terms of the sale in some newspaper published in Allegany County, Naryland. The said sale to be for cash and the proceeds arising therefrom to apply, First to the payment of all expenses incident to such sale, including taxee and a commission of eight percent to the party or parties making such sale, Secondly, to the payment of all money due under this mortgage, whether the same shall have then matured or not, and as to the balance to pay it over to the said Joseph F. Habeeb and Nettie S. Habeeb, husband and wife, their heirs and assigns.

It being understood and agreed that in the event of such sele, the whole principal sum of such mortgage debt then due and hereby secured shall forthwith become due and payable, as evidenced by said promissory notes, from the proceeds of said sale, without any priority as between them. And it is further agreed that in case of advertisement under the above power and no sale, one half of the said commissions, figured on the outstanding and unpaid mortgage debt shall be allowed and paid as costs by the parties of the first part.

Witness the hands and seals of the said mortgagors.

| Coseph F. Habeeb. | (SEAL) |
|-------------------|--------|
| Mettie S. Habeeb | (SEAL) |
| Witnese. | |

State of Waryland, County of Allegany, to wit:

I hereby certify that on this / day of Movember before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared Joseph F. Habeeb and Nettie S. Habeeb, husband and wife, and did each acknowledge the foregoing mortgage to be their act and deed.

And at the same time personally appeared Horace P. Whitworth, the president of The Citizene National Bank of Westernport, Maryland, one of the named mortgagees herein and made oath in due form of law that the consideration set forth in said mortgage is trile and bona fide as their set forth.

Witness my hand and notarial seal

State 24.20. Stamps 22-80

Notary Public.

Myel City

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FILED AND &CURDED JANUARY 19" 1955 at 12:55 P.M.

This Mortgage, Made this 14 day of January

in the year Nineteen Hundred and Fifty - Five

, by and between

ODIE E. REYNARD (widow)

| of Allegany | County, in the State of Maryland | I |
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| part y of the first part, as | nd | î |
| E SECOND NATIONAL BACK | OF CUMBERLAND, Cumberland, Parvland | |

cornoration duly incorporated under the laws of the United States,

Allegany County, in the State of Maryland of the second part, WITNESSETH: party

party of the second part in the full and just sum of Twenty-Eight Hundred (\$2,800.00) Dollars, this day loaned the party of the first part, which principal sum, with interest at 5% per annum, shall be repaid in monthly payments of not less than Eighty-Four (\$84.00) Dollars, said payments to be applied first to interest and the balance to principle; the first of said monthly payments to be due and payable two (2) years from the date hereof and to continue monthly until the amount of principal and interest is paid in full...provided, however, that any balance of principal and interest unpaid at the end of five (5) years from the date hereof shall then become due

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity there-

of, together with the interest thereon, the said party of the first part give, grant, bargain and sell, convey, release and confirm unto the said

party of the second part, its successors or

kotissand assigns, the following property, to-wit:

ALL those two parcels or tracts of land situated in District No. 7 in Allegany County, Maryland, one parcel of which being the same property which was conveyed to Odie E. Reyhard and Elmer L. Reyhard, her husband (now deceased). by Frank R. Troy, Trustee, by deed dated October 4, 1943, and recorded among the Land Records of Allegany County in Liber No. 198, folio 216, said parcel containing 2.53 acres of land, more or less;

ALL that parcel or tract of land situated in District No. 7 in Allegany County, Maryland, and being the same property which was conveyed to Odie E. Reynard by Laura V. VanPelt (widow) by deed

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dated September 27, 1950, and recorded among said Land Records in Liber No. 232, folio 276. Said parcel containing 10 acres of land, Reference to both of the shove mentioned deeds is hereby made for more particular descriptions by metes and bounds of the property herein conveyed. Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining. Provided, that if the said - party of the first part hor heirs, executors, administrators or assigns, do and shall pay to the said purty of the second part, its successors occupier: Zarbeinistratur or assigns, the aforesaid sum of Twenty-Eight Hundred (2,800.00) Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on ______ part to be performed, then this mortgage shall be void. And it is Agreed that until default be made in the premises, the said____ party of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said___ party of the first port hereby covenant to pay when legally demandable. But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors. therex executors marginal assigns, or William H. Somerville, its, his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much theref as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said_ party of the first part, her heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor representatives, heirs or assigns. and the said party of the first part further covenants to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least wenty-Eight Hundred (@2,800.00) ---and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee its successors better or assigns, to the extent

their lien or claim hereunder, and to place such policy or

| 1 | policies forthwith in possession of the mortgagee , or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt | |
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| | | |
| | Mitness, the hand and seal of said mortgagor | |
| | | |
| | Attest: Anyle M. M. Clar Codie E. Reynard [SEAL] | 1. |
| | Cdie E. Reynard | |
| | State of Maryland, | 1 |
| | Allegany County, to-wit: | |
| | I hereby certify, That on this 14 day of January | |
| | in the year nineteen Hundred and Fifty = Five, before me, the subscriber, | |
| | a Notary Public of the State of Maryland, in and for said County, personally appeared | |
| | ODIE E. REYNERD (widow) | 1 |
| ì | and ale acknowledged the aforegoing mortgage to be her | |
| JI | act and deed; and at the same time before me also personally appeared | |
| | JOHN H. MOSN R, Cashier of | |
| ŧ | the within named mortgagee, and made oath in due form of law, that the consideration in said | |
| n | nortgage is true and bona fide as therein set for forth. | |
| | | |
| | WITNESS my hand and Notarial Seal the day and year aforesaid. | / |
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| 4 | PILED AND RECORDED JANUARY 20" 1955 at 3:40 P.M. purchase money This Mortgage, Made this 20 th day of January. | |
| | FILED AND RECORDED JANUARY 20" 1955 at 3:40 P.M. purchase money This Marigage, Made this 20 th day of January. | |
| 4 | PILED AND RECORDED JANUARY 20" 1955 at 3:40 P.M. purchase money Chis Mortgage, Made this 20 th day of January. | |

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of Allowny County, in the State of Early not the State of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of

part " of the second part, WITNESSETH:

whereas, the entire of the Circl pertains in the one in the one in the control and inst sum of \$5000.00 in the entire of k-1/26 as announced with one ribly manned to the ribly manned to the circles, at in all a page to the entire of the Circles and the circles are the circles and the circles are the circles are the circles and the circles are the circles are the circles are the circles are the circles are the circles are the circles are the circles are the circles are the circles are the circles are the circles are the circles are the circles are the circles are the circles are the circles are the circles are the circles are the circles are the circles are the circles are the circles are the circles are the circles are the circles are the circles are the circles are the circles are the circles are the circles are the circles are the circles are the circles are the circles are the circles are the circles are the circles are the circles are the circles are the circles are the circles are the circles are the circles are the circles are the circles are the circles are the circles are the circles are the circles are the circles are the circles are the circles are the circles are the circles are the circles are the circles are the circles are the circles are the circles are the circles are the circles are the circles are the circles are the circles are the circles are the circles are the circles are the circles are the circles are the circles are the circles are the circles are the circles are the circles are the circles are the circles are the circles are the circles are the circles are the circles are the circles are the circles are the circles are the circles are the circles are the circles are the circles are the circles are the circles are the circles are the circles are the circles are the circles are the circles are the circles are the circles are the circles are the circles are the circles are the circles are the circles are the circles are the circles are the circles are the circles are the circles are the c

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Misser C. Panaret Macel M. Vorge, all vira,

give, grant, bargain and sell, convey, release and confirm unto the said

decirs and assigns, the following property, to-wit:

All that lot amorie to fine seem than an all that the seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a seem to be a see

The arm of the first line of a creek of many and a continuent of the first line of a creek of many and a continuent of any to John M. Niner, at iv, by the a stad factor of a continuent of a continuent of a continuent of a continuent of a continuent of a continuent of the first line of and James L. Niner parcel of a count of the continuent of a continuent of a continuent of a continuent of a continuent of a continuent of a continuent of a continuent of a continuent of a continuent of a continuent of a continuent of a continuent of a continuent of a continuent of a continuent of a continuent of a continuent of a continuent of a continuent of a continuent of a continuent of a continuent of a continuent of a continuent of a continuent of a continuent of a continuent of a continuent of a continuent of a continuent of a continuent of a continuent of a continuent of a continuent of a continuent of a continuent of a continuent of a continuent of a continuent of a continuent of a continuent of a continuent of a continuent of a continuent of a continuent of a continuent of a continuent of a continuent of a continuent of a continuent of a continuent of a continuent of a continuent of a continuent of a continuent of a continuent of a continuent of a continuent of a continuent of a continuent of a continuent of a continuent of a continuent of a continuent of a continuent of a continuent of a continuent of a continuent of a continuent of a continuent of a continuent of a continuent of a continuent of a continuent of a continuent of a continuent of a continuent of a continuent of a continuent of a continuent of a continuent of a continuent of a continuent of a continuent of a continuent of a continuent of a continuent of a continuent of a continuent of a continuent of a continuent of a continuent of a continuent of a continuent of a continuent of a continuent of a continuent of a continuent of a continuent of a continuent of a continuent of a continuent of a continuent of a continuent of a continuent of a continuent of a cont

line South 60 degrees 40 minutes East 70.7 feet to a locust post, it being the end of the second line of the aforementioned John H. Niner parcel of ground, then reversing said second line North 28 degrees 55 minutes East 266.1 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Walter V. Miller and Margaret C. Miller, his wife, of even date, which is intended to be recorded among the Land Pecords of Allegany County, Maryland, simultaneously with the recording of these presents.

Cogether with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said James C. Beare and Macel M. Beare, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said Second National Bank of Comberland, the successors

Five Thousenu & 00/100 - - - - - (\$5000.00) Dollare

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Hand it is Eigreed that until default be made in the premises, the said

James C. Baand and Macel M. Baane, his wife.

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

James C. Pean and Macel M. Beane, his wife,
hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said

Second National Bank of Cumberland

i

heirs, executors, administrators and assigns, or Harry I. Steamsier
his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any
time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary,
and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs
or assigns; which sale shall be made in manner following to-wit: By giving at least twenty
days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising
from such sale to apply first to the payment of all expenses incident to such sale, including all
taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly,
to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said James C. Bears and

Macel M. Beene, his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors their representatives, heirs or assigns.

And the said Jemos C. Bears and Mecel M. Beane, his wife.



| further | covenant to |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| insure forthwith, and pending the existence of this mortgage, to keep insured by s | ome insurance |
| Company or companies acceptable to the mortgagee or. \$1€ | |
| assigns, the improvements on the hereby mortgaged land to the amount of at least | 1.5 |
| and to cause the policy or policies issued therefor to be so framed or endorsed, as i | |
| to inure to the benefit of the mortgagee SUCCESSOTS . Author or assigns | , to the extent |
| of their lien or claim hereunder, and to place | such policy or |
| policies forthwith in possession of the mortgagee , or the mortgagee may effect | said insurance |
| and collect the premiums thereon with interest as part of the mortgage debt | |
| Mitness, the hand and seal of said mortgagore. | |
| Attest: | .= 1 |
| Jane de Brane | [SEAL] |
| Harry I Stypnored Brack misence | [SEAL] |
| | ISEALI |
| Sur con . | |
| State of Maryland. | - |
| Allegany County, to-mit: | - 1 |
| I hereby certify. That on this 20 Ml. day of Ja- | 2611 4-77). |
| | . the subscriber. |
| a Notary Public of the State of Maryland, in and for said County, personally app | . the subscriber, |
| James C. Poses and Microt M. Diami, Stricts, | 83.03M |
| and the acknowledged the aforegoing most rage to be 12.11 | |
| act and deed; and at the same time before me also personally appraised of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the | 7 |
| the within named mortgagee, and made oath in due form of law, that the consid- | aration to and |
| mortgage is true and bona fide as therein set for forth. | racion in sain |
| | 7.63 T. |
| WITNESS my hand and Notarial Seal the day and year aforesaid. | 270 |
| mabel -a. Sch | 1817 |
| Mariel -a. Ich | otary Publich |
| | Tra-season |

FILED AND ACCORDED JANUARY 20" 1955 at 11:40 A.M.

| This Mortgage, Made thia. | 15th day of January |
|----------------------------------------|----------------------------------|
| in the year Nineteen Hundred and Fifty | |
| Robert B. Thomas and Betty M. | Thomas, his wife |
| | County, in the State of Maryland |
| parties of the first part, and Morgan | C. Harris and Phyllis G. Harris, |
| his wife, tenants by the entire | eties, |
| | |
| of Allegany | County, in the State of Maryland |
| partiesof the second part, WITNESSE | TH: |

Morcas, the said Robert B. Thomas and Betty M. Thomas, his wife, stand indebted unto the said Morgan C. Harris and Phyllis G. Harris, his wife, tenants by the entireties, in the just and full sum of Thirty-Five Hundred Dollars (\$3500.00), as evidenced by their promissory note of even date herewith, payable with interest at the rate of five percent (5%) per annum, computed semi-annually. The aforesaid indebtedness is payable one year from the date of this instrument.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Robert B. Thomas and Betty M. Thomas, his wife,

do hereby give, grant, bargain and sell, convey, release and confirm unto the said Morgan C. Harris and Phyllis G. Harris, tenants by the entireties, their

heirs and assigns, the following property, to-wit:

All that piece or parcel of land situated in the Town of Lonaconing, Allegany County, Maryland, being part of that lot of land which was conveyed to Duncan R. Sloan by the George's Creek Coal and Iron Company by deed dated April 18, 1890, and recorded in Liber No. 68, folio 187, one of the Land Records of Allegany County, Maryland, and more particularly described as follows: (Magnetic bearings reduced to vernier courses and horizontal distances being used throughout)



BEGINNING for the same at a point at the end of the first line of a deed from Emma G. Sloan and Mildred K. Sloan to Robert S. Hamilton, et ux, dated June 14, 1944, and recorded among the Land Records of Allegany County in Liber No. 198, folio 393, and running thence with part of the first line of the original whole lot of which this is a part, North 41½ degrees East 151 feet, more or less, to the beginning of a tract of land conveyed to Lutalie S. W. Hodgson by deed of Duncan R. Sloan, et ux, dated March 13, 1917, and recorded among the Land Records of Allegany County in Liber No. 132, folio 310; and running thence with the fourth line of said tract reversed, South 54 degrees 32 minutes east 127 feet; thence with part of the third line of the original tract of which this is a part, South 35 degrees 45 minutes West 24 feet; South 49 degrees West 100 feet; South 58 degrees West 40 feet to the end of the second line of the said Hamilton's lot; thence with said second line reversed, North 48 degrees 5 minutes West 90 feet to a stake on the West side of East Main Street, EXCEPTING, HOWEVER, from the above described parcel of ground all that part thereof which was heretofore conveyed by the said Fred L. Stoudt and Anna M. Stoudt, his then wife, by the following two deeds: namely, Deed to Robert B. Thomas, et ux, dated September 3, 1947, and recorded in Liber No. 217, folio 23, of the Land Records of Allegany County, and another deed to the said Robert B. Thomas, et ux, dated January 28, 1949, and recorded in Liber No. 224, folio 155, of said Land Records.

It being the same property which was conveyed unto Robert B. Thomas and Betty M. Thomas, his wife, by Fred L. Stoudt, widower, by deed dated the 15th day of January, 1)55, and to be recorded among the Lan Records of Allegany County, Markand, immediately prior to the recording of this mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

provided, that if the said Robert B. Thomas and Betty M. Thomas his wife, their heirs, executors, administrators or assigns, do and shall pay to the said their Morgan C. Harris and Phyllis G. Harris, tenants by the entireties, executors, administrator or assigns, the aforesaid sum of Thirty-Five Hundred Dollars (\$3500.00), together with the interest thereon when and as the same becomes due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on _____ part to be performed, then this mortgage shall be void.

Robert B. Thomas and Betty M. Thomas, his wife,

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public fiens levied on said property, all which taxes, mortgage debt and interest thereon, the said Robert B. Thomas and Betty M. Thomas,

his wife

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby deciared to be made in trust, and the said.

Morgan C. Harris and Phyllis G. Harris, tenants by the entireties their heirs, executors, administrators and assigns, or _______

his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising

LIBER 309 PAGE 468

| from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| matured or not; and as to the balance, to pay it over to the said Mortgagors | |
| their heirs or assigns, and | |
| in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors their representatives, heirs or assigns. | |
| And the said Robert B. Thomas and Betty M. Thomas, his wife, | |
| do further covenant to | |
| insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance | |
| Company or companies acceptable to the mortgagee or their assigns, the improvements on the hereby mortgaged land to the amount of at least | |
| Thirty-Five Hundred Dollars (\$3500.00) | |
| Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, | |
| to inure to the benefit of the mortgagees, their heirs or assigns, to the extent | |
| of \$3500 — their lien or claim hereunder, and to place such policy or | |
| policies forthwith in possession of the mortgagee , or the mortgagee may effect said insurance | |
| and collect the premiums thereon with interest as part of the mortgage debt | |
| Ilituess, the hand and seal of said mortgagor | |
| Attests / | |
| Come lank - Julest 2 thomas | |
| Robert B. Thomas | |
| Betty M. Thomas [SEAL] | |
| State of Maryland. | |
| Allegany County, to-wit: | |
| | |
| I hereby certify. That on this 15th day of January | |
| in the year ninetcen Hundred and Fifty Five, before me, the subscriber, | |
| a Notary Public of the State of Maryland, in and for said County, personally appeared | |
| Robert B. Thomas and Betty M. Thomas, his wife, | |
| and each acknowledged the aforegoing mortgage to be his and her | |
| act and deed; and at the same time before me also personally appeared | |
| Morgan C. Harris and Phyllis G. Harris, | |
| the within named mortgagee, S and made oath in due form of law, that the consideration in said | |
| mortgage is true and bona fide as therein set for forth. | |
| | |
| WATNESS my hand and Notarial Seal the day and year aforesaid. | |
| 000 | |
| James Jack | |
| Notary Public. | |
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Claunce Espel arty City

___County, in the State of Maryland

| This Mortgage, | Made this | 20th | day of J | anuary | |
|------------------------------|---------------|-----------|----------|----------|----------|
| in the year Nineteen Hundred | and Fifty -fi | Ve | | , by and | i betwee |
| Michael | Beerman and | Esther G. | Beerman, | his wife | |
| of Allegany | | | | | |

of Allegany County, in the State of Maryland part y _____ of the second part, WITNESSETH:

parties of the first part, and Irving Millenson

Wibereas, the said parties of the first part stand indebted unto the said Irving Millenson in the full and just sum of Seven Thousand Five Hundred (\$7,500.00) Dollars together with interest thereon at the rate of five (5%) per centum per annum, said interest to be computed semi-annually and payable monthly, as evidenced by their joint and several promissory note of even date herewith. The aforesaid principal sum with interest thereon as above provided shall be paid at the rate of Seventy-Nine (\$79.55) Dollars and fifty-five cents per month on the 20th day of each and every month hereafter until said principal sum is fully paid; from said monthly payments the interest is to be first deducted and the balance thereof is to be applied on the principal sum hereof. The parties of the first part shall have the right to anticipate any and all monthly payments on any payment date.

This mortgage shall also secure any and all future advances to be made at the mortgagee's option as provided by Section 2 of Articl 66 of the Code of Public General Laws of Maryland (1951 Edition).

This is a purchase money mortgage as to Five Thousand Five Hundred (\$5,500.00) Dollars, which amount has been advanced by the party of the second part in full payment of the purchase money for the herein-

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Michael Beerman and Esther G.

Beerman, his wife

give, grant, bargain and sell, convey, release and confirm unto the said

Irving Millenson, his

heirs and assigns, the following property, to-wit:

All that lot or parcel of ground lying and being in the City of Cumberland, Maryland, situated on the North side of Mechanic Street, known and designated on the plat of the City of Cumberland as part of Lot No. 31 in Beall's First Addition to the Town of Cumberland, and more particularly described as follows, to-wit:

BEGINNING for the same at the intersection of the Northerly side of Mechanic Street with the Westerly side of Beverly Place and running thence with the Westerly side of Beverly Place North 24 degree 30 minutes East 131.7 feet to a chiseled "x"; thence North 63 degrees O5 minutes West 64.95 feet to a stake; thence parallel with Beverly Place South 24 degrees 30 minutes West 122.3 feet to a spike on the Northerly side of Mechanic Street; thence with said side of said

LIBER 309 PAGE 470

street South 55 degrees 07 minutes East 66 feet to the place of beginning. Surveyed December, 1954.

BEING the same lot or parcel of ground conveyed to Michael Beerman and Esther G. Beerman, his wife, by Sophie Barrett, et al, by deed of even date herewith, and to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of this mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining. Provided, that if the said Michael Beerman and Esther G. Beerman. his wife, their heirs, executors, administrators or assigns, do and shall pay to the said Irving Millenson, his executor , administrator or assigns, the aforesaid sum of Seven Thousand Five Hundred (\$7,500.00) Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void. And it is Agreed that until default be made in the premises, the said. parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable. But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said. Irving Millenson, his heirs, executors, administrators and assigns, or ____ Clarence Lippel his, MEKERSER duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much theref as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said_ parties of the first part, their in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns. And the said parties of the first part insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or his rovements on the hereby mortgaged land to the amount of at least Seven Thousand Five Hundred (\$7,500.00) and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,



| State of Maryland. Allegany Cunnty, Into this 20th day of January in the year nineteen Hundred and Fifty —five a Notary Public of the State of Maryland, in and for said County, personally appeared Michael Recrums and Eather G. Reerman, his wife, and and seed of his personally appeared in the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set for forth. **Constitution of the State of Maryland State of Figure 1. See the first of the subscriber. The subscriber are the subscriber and action of the said the same time before me also personally appeared in the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set for forth. **Class State of Maryland State of Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Maryland Mar | State of Maryland. Allegany County, to-unit: Dierrhy rertify, That on this 20th day of January in the year nineteen Hundred and Fifty -five a Notary Public of the State of Maryland, in and for said County, personally appeared Michael Beerman and Esther G. Beerman, his wife, and hey each acknowledged the aforegoing mortgage to be thoir respective act and deed; and at the same time before me also personally appeared Irving Millenson the within named mortgagee, and mode as therein set for forth. Done Rue Queen and Notarial Seal the day and year aforesaid. Done Rue Queen and Notary Public. | State of Maryland, Allegany Cunnty, fractiffy, That on this 20th day of January in the year nineteen Hundred and Fifty -five a Notary Public of the State of Maryland, in and for said County, personally appeared Michael Beerman and Esther G. Reerman, his wife, and hey each acknowledged the aforegoing mortgage to be their respective act and deed; and at the same time before me also personally appeared Irving Millenson the within named mortgage, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set for forth. |
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| State of Maryland. Allegany County, in-unit: Jherrhy rertify. That on this 20th day of January in the year nineteen Hundred and Fifty -five a Notary Public of the State of Maryland, in and for said County, personally appeared Michael Beerman and Esther G. Reerman, his wife, and hey each acknowledged the aforegoing mortgage to be their respective act and deed; and at the same time before me also personally appeared Irving Millenson the within named mortgagee, and made oath in due form of law, that the consideration in said properties is true and bona fide as therein set for forth. Dena Rus Zussus Notary Public. | Mithess, the hand and seal of said mortgagors Attest: Donn Rate Learner Repeated Beergan (SEAL) Esther G. Beerman (SEAL) Esther G. Beerman State of Maryland, Allegany County, in-unit: Jherehy certify, That on this 20th day of January in the year nineteen Hundred and Fifty -five before me, the subscriber. a Notary Public of the State of Maryland, in and for said County, personally appeared Michael Beerman and Esther G. Beerman, his wife, and hey each acknowledged the aforegoing mortgage to be their respective act and deed; and at the same time before me also personally appeared Irving Millenson the within named mortgagee, and made oath in due form of law, that the consideration in said profitate is true and bona fide as therein set for forth. CLARAGE MERCHAEL REPORT OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE | Mitness, the hand and seal of said mortgagers Attest: Done Rea Lesone Michael Beerman State of Maryland. Allegany County, in-mit: Dierrhy rertify, That on this 20th day of January in the year nineteen Hundred and Fifty -five before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Michael Beerman and Esther G. Beerman, his wife, and hey each acknowledged the aforegoing mortgage to be their respective act and deed; and at the same time before me also personally appeared Irving Millenson the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set for forth. |
| State of Maryland. Allegany County, to-mit: Jerring rertify. That on this 20th day of January in the year nineteen Hundred and Fifty -five before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Michael Beerman and Esther G. Reerman, his wife, and hey each acknowledged the aforegoing mortgage to be their respective act and deed; and at the same time before me also personally appeared Irving Millenson the within named mortgagee, and made oath in due form of law, that the consideration in said prooffice is true and bona fide as therein set for forth. CIANARIA CLARACTER Notary Public. | State of Maryland, Allegany County, to-unit: J hereby rertify, That on this 20th day of January in the year nineteen Hundred and Fifty -five before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Michael Beerman and Esther G. Reerman, his wife, and hey each acknowledged the aforegoing mortgage to be their respective act and deed; and at the same time before me also personally appeared Irving Millenson the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set for forth. Dona Russ States Notary Public. | Attest: Dear Rich Leave Mispeel Beerman State of Maryland, Allegany County, formit: Jhereby rertify, That on this 20th day of January in the year nineteen Hundred and Fifty -five before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Michael Beerman and Esther G. Beerman, his wife, andthey each acknowledged the aforegoing mortgage to be their respective act and deed; and at the same time before me also personally appeared Irving Millenson the within named mortgage, and made oath in due form of law, that the consideration in said two rights is true and bona fide as therein set for forth. |
| State of Maryland. Allegany County, formult: 3 hereby rerify, That on this 20th day of January in the year nineteen Hundred and Fifty -five before me, the subscriber. a Notary Public of the State of Maryland, in and for said County, personally appeared Michael Beerman and Esther G. Beerman, his wife, and hey each acknowledged the aforegoing mortgage to be their respective act and deed; and at the same time before me also personally appeared Irving Millenson the within named mortgagee, and made oath in due form of law, that the consideration in said prooftage is true and bona fide as therein set for forth. Denne Received. Notary Public. | State of Maryland. State of Maryland. Allegang County, in-unit: Jherrhy certify, That on this 20th day of January in the year nineteen Hundred and Fifty -five before me, the subscriber. a Notary Public of the State of Maryland, in and for said County, personally appeared Michael Beerman and Esther G. Beerman, his wife, and they each acknowledged the aforegoing mortgage to be their respective act and deed; and at the same time before me also personally appeared Irving Millenson the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set for forth. Dean Received. Notary Public. | State of Maryland, Allegany County, tu-mit: J hereby certify. That on this 20th day of January in the year nineteen Hundred and Fifty -five before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Michael Beerman and Esther G. Reerman, his wife, and shey each acknowledged the aforegoing mortgage to be their respective act and deed; and at the same time before me also personally appeared Irving Millenson the within named mortgagee, and made oath in due form of law, that the consideration in said programe is true and bona fide as therein set for forth. |
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| For value received, Thereby release the within and regoing mortgage: Withese my hand and seal the day and year above a | For value received I hereby release the within and regoing mortgage: Withes my hand and seal the day and year above a less: Evelyn & O'Sonnell Isving willenson (| |
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FILED AND RECORDED JANUARY 21" 1955 at 10:00 A.M.

| Gladys B. Darr and James E. Darr, her husband, | This 1 | | | | | | | | vunay. | in the | |
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| A CONTRACTOR OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY O | | | A THE REAL PROPERTY. | | | 2007.7 | | September 56. | husband, | 31 75-19 | 變 |
| of Allegany County, in the State of Maryland, part168 of the first part, here- | | _ | 75-10 | 10.00 | Night. | 7.5 | 200 | 335 | | - 5 | |

WITNESSETH:

land, party of the second part, hereinafter called mortgagee.

Unbereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Twenty-nine Hundred & 00/100 - - - - (\$2900.00) - - - which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of b per cent, per annum, in the manner following:

By the payment of Twenty-nine & 00/100 - -(\$29.00) - -- - -By the payment of Tranty-nine & 00/100 - -(\$29,00) - -- Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagoe, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot or parcel of ground situated, lying and being on the northwesterly side of Davidson Street in the City of Cumberland, Allegany County, Maryland, and described as follows, to-wit:

Beginning for the same at a point on the northwesterly side of said Davidson Street at the end of the 24.5 feet on the first line of the lot conveyed by the Holsshu Realty Company to a certain Walter O. Sharer by deed dated October 11, 1916, and recorded in Liber No. 119, folio 517, said beginning point being at the end of 161 feet measured in a northerly direction along the northwesterly side of said Davidson Street from the easterly corner of a frame house No. 42 Davidson Street, and running then with the northwesterly side of said Davidson Street and with the first line of said lot conveyed by the Holzshu Realty Company to Walter O. Sharer Morth 45 degrees 35 minutes East 19 feet to the end of the first line, then with the second and part of the third line thereof North 43 degrees West 103 feet, South 49 degrees 20 minutes West 23 feet to intersect a line drawn North 45 degrees 10 minutes West from the place of beginning, then reversing said intersecting line South 45 degrees 10 minutes East 104.5 feet to the place of beginning.





Being the same property which was conveyed unto Gladys B. Darr by deed of Raymond R. Dreyer and Marie E. Dreyer, his wife, which is recorded in Liber No. 240, follo 411 Allegany County Land Records.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagers, theirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein ortheir part to be performed, then this mortgage shall be void.

And it is Egreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Enothe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least TMenty-nine Hundred & 00/100 - - - (\$2900,00) - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Bnd the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax recipts evidencing the payment of all law fully imposed taxes for the preceding calendar year; to deliver to the mortgagee recipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor site keep the buildings on said property in good condition of repair, the mortgage may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with-said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any persons, partnership or corporation , other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the

Witness, the hand and seal of said mortgagors

| Attest: | 4.1. | |
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| 6 16 | Gladge B. Darr | [SEAL] |
| Dens of Jan | fram on E Dans | [SEAL] |
| The state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the s | James E. Darr | - |

State of Maryland, Allegany County, to-wit:

I hereby rertifig. That on this 20 TM day of J4NU4KY
in the year nineteen Hundred and Fifty-flye:

a Notary Public of the State of Maryland, in and for said County, personally appeared

Gladys B. Darr and James E. Darr, her husband,

the said mortgagors herein and thay acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law, that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Notary Public.



LIBER 309 PAGE 475

miger lety

FILED AND RECORDED JANUARY 21" 1955 at 11:50 A.M.

This Morigage, Made this 1946 day of January

in the year Nineteen Hundred and fifty-five

, by and between

CHARLES F. YATES and ETHEL L. YATES, his wife,

of Allegany County, in the State of Maryland,

part ies of the first part, and THE FIRST NATIONAL BANK OF CUMBERLAND, Cumberland, Maryland, a corporation duly incorporated under the laws of the United States of America, with its principal office in

County, in the State of Maryland,

party_____of the second part, WITNESSETH:

Thereas, the said parties of the first part are justly indebted unto the said party of the second part, its successors and assigns, in the full sum of

FIFTY-EIGHT HUNDRED FIFTY DOLLARS - - - - - - - - - - - (\$5850.00)

with interest from date at the rate of four and one-half (4-1/2%) per cent per annum on the unpaid principal until paid, said principal and interest being payable at The First National Bank of Cumberland, Cumberland, Maryland, in monthly installments of \$44.75 payable on the 15t day of each and every month after the date hereof until the principal and interest aforesaid are fully paid, as evidenced by the joint and several promissory note of the parties of the first part payable to the order of the party of the second part of even date and tenor herewith, which said indebtedness, together with the interest as aforesaid, the said parties of the first part hereby covenant to pay to the said party of the second part, its successors and assigns, as and when the same is due and payable. The parties of the first part shall have the privilege of paying off this indebtedness, together with interest as aforesaid to the date of said payment, at any time.

The first of the aforementioned monthly payments shall become due and payable on the first day of March, 1955.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Cherefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said part ies of the first part do give, grant, bargain and sell, convey, release and confirm unto the said part y of the second part, its successors have and assigns, the following property, to-wit:

Cumberland, Allegany County, Maryland, and known and designated as parts of Lots Numbers 323 and 324 on Map No. 5 of the Rose Hill Estate, as filed in No. 1674 Equity, and particularly described as follows, to wit:

BEGINNING at a point on the East side of Carroll Street, distant two hundred and thirty-one feet from the intersection of the North side of Cumberland Street with the East side of Carroll Street, said point being distant also six feet from the Northwest corner of Lot No. 322 on said Map, and running thence with the East side of Carroll Street, North eleven degrees and twenty minutes East thirty-one feet, thence South seventy-eight degrees and forty minutes East thirty-one nine feet to Cedar Alley, and with said Alley, South eleven degrees and twenty minutes West thirty-one feet, then North seventy-eight degrees and forty minutes West one hundred and nine feet to the place of beginning.

IT being the same property which was conveyed by Bertha V. Warnick to Charles F. Yates et ux by deed dated as of even date and to be recorded among the Land Records of Allegany County, Maryland, prior to the recordation of this mortgage which is given to secure part of the purchase price of the property therein described and conveyed.

Engether with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining. Brouthed, that if the said partims of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part , its successors, executorexx administrator or assigns, the aforesaid sum of.... FIFTY-EIGHT HUNDRED FIFTY DOLLARS - - - - - - - - - (\$5850.00) together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants part to be performed, then this mortgage shall be void. And it is Agreed that until default be made in the premises, the said part is a of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable. But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said part y of the second part , its successors shelres amount one sudministrations and assigns, or COBEY, CARSCADEN and GILCHRIST _ its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part . their heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor a. their representatives, heirs or assigns. And the said part ins of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its/ assigns, the improvements on the hereby mortgaged land to the amount of at least Fifty-eight Hundred Fifty - - - - - - - Dollars. and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee , its successors assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt. Hittess, the hands and seals of said mortgagors.

[Seal]



All gamy Counting to-mits

LIBER 309 PAGE 477

Allegany County, to-mit: 3 hereby certify, That on this 194h day of January in the year nineteen hundred and fifty-five , before me, the subscriber

a Notary Public of the State of Maryland, in and for said County, personally appeared

Charles F. Yates and Ethel L. Yates, his wife,

and they acknowledged the aforegoing mortgage to be their respective

act and deed; and at the same time before me also personally appeared T. Victor Fier. Vice President of The First National Bank of Cumberland,

the within named mortgagee and made oath in due form of law, that the consideration in said

mortgage is true and bona fide as therein set forth, and the said T. Victor Fier made oath that he is the Vice President and agent of the within named mortgagee and duly authorized by it to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.

O BOTA

Notary Public By Chamission Expires May 2, 1955

Earl & Manger acty Cety Jeb 11 10:15 A.M.

PURCHASE MONEY

This Mortgage, Made this day of January
in the year Nineteen Hundred and Fifty—five day of January

of Allegany County, in the State of Maryland
parties of the first part, and Linna R. Litzenberg

of Allegany County, in the State of Maryland
party of the second part, WITNESSETH:

fidely indebted unto the Party of the Second Part in the full and just sum of One Thousand (\$1,000.00) Dollars, and which said sum is to bear interest at the rate of six per cent (6%) per annum, and which said principal and interest shall be repaid in equal monthly installments of Twenty-five (\$25.00) Dollars, and out of which said monthly installments first shall be deducted the interest on said principal sum or any balance thereof, and the balance of said monthly installment to be applied to the reduction of said principal sum, the first of which said payments shall be made on the 19th day of February, 1955, and monthly thereafter on the same day of each succeeding month until said principal and interest shall have been fully paid; with the right reserved unto the Partyof the First Part to prepay any or all of said principal and interest at any time prior to its maturity.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Audrey A. Lepley and Alvin P. Lepley, her husband,

do give, grant, bargain and sell, convey, release and confirm unto the said Linna R. Litzenberg, ner

heirs and assigns, the following property, to-wit:

ALL those certain pieces or parcels of ground lying and being west from the Winifred Road, in the City of Cumberland, Allegany County, Maryland, and more particularly described as follows, to-wit:

FIRST: BEGINNING for said parcel of land on Johnson Heights and a part of Block No. 5-B on a map showing sub-division of property on Williams Road, and described as follows: BEGINNING at a stake at the end of the third line of Block No. 4-B and running with said line reversed, North 77 degrees west 150 feet; thence parallel with and 150 feet even distance from the west side of Winifred Road South 10 degrees 150 feet; thence parallel with the first line in this deed and reversing same, South 77 degrees East 150 feet to the west side of said Winifred Road; thence along and with said west side of said winifred Road, North 10 degrees East 150 feet to the place

of beginning, containing a piece of land 150 feet by 150 feet and fronting 150 feet on said winifred Road.

SECOND: BEGINNING for said parcel of land at the end of 50 feet on the third line of a deed from Thomas P. Shaw, et ux, to Robert F. Forbeck, et ux, dated July 17, 1945, and recorded in Liber No. 204, folio 613, one of the Land Records of Allegany County, Marylam; and running thence South 10 degrees West 244 feet to a stake on the northerly line of a 40-foot street; thence with said street, North 77 degrees west 15 feet to a stake; thence North 10 degrees hast 135.2 feet to a stake; thence North 77 degrees West 35 feet to a stake; thence North 10 degrees hast 110 feet to a stake at the end of the second line of the aforesaid deed; thence with a part of the third line of aforesaid deed, South 77 degrees East 50 feet to the beginning.

THE AFORESAID PROPERTY is the same property conveyed by deed of even date herewith, from Robrt F. Forbeck and Oleta V. Forbeck, his wife, to said Audrey A. Lepley, and which said deed is to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recordation of this Purchase Money Mortgage; a specific reference to which said deed is hereby made for a full and more particular description of the Land hereby conveyed by way of mortgage.

Cogether with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

provided, that if the mid Audrey A. Lepley, and alvin P. Lepley, her husband, their heirs, executors, administrators or assigns, do and shall pay to the said

Linna R. Litzenberg, her

100

executors , administrator or assigns, the aforesaid sum of



| One Thousand (\$1,000.00) Do
together with the interest thereon, as and
the meantime do and shall perform all to
performed, then this mortgage shall be ve | |
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| the meantime do and shall perform all to
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| performed, then this mortgage shall be ve | i when the same shall become due and payable, and |
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| Linna R. Litzenberg, her | |
| and to grant and convey the same to the per assigns; which sale shall be made in make it is the per assigns; which sale shall be made in make it is the per and it is the payment of the per axes levied, and a commission of eight per axes levied, and a commission of eight per axes levied. | terms of sale in some newspaper published in XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX |
| Audrey A. Lepley and Alance and alance and alance and alance of advertisement under the above p | win P. Lepley, their heirs or assigns, and |
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LIBER 309 MEE 480

State of Maryland, Allegany County, to-wit:

VINESS my hand and Notarial Seal the day and year aforesaid.

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FILED AND RECORDED JANUARY 22" 1955 at 10:15 A.M.

PURCHASE MONEY
THIS/MORTGAGE, Made this 14 day of January, in the year
One Thousand Nine Hundred Fifty-five, by and between Harold N.
Bean and Julia E. Bean, his wife, of Allegany County, in the State
of Maryland, parties of the first part; and Clayton M. Twigg and
Hazel E. Twigg, his wife, of Allegany County, in the State of
Maryland, parties of the second part, WITNESSETH:

Whire Rias, the parties of the first part are justly and bona fidely indebted unto the parties of the second part in the full and just sum of Nine Thousand Two Hundred (\$9,200.00) Dollars, and which said sum shall be repaid in equal yearly installments of Five Hundred (\$500.00) Dollars, the first of which shall become due and payable one year from the date hereof and annually on the same date of each succeeding year until fully paid; and in the meantime, said principal sum and any balance thereof, shall bear interest at the rate of six per cent (6%) per annum, and which said interest shall be computed and paid semi-annually and the first of which payments on interest shall be paid six months



from the date hereof and semi-annually thereafter; with the right reserved unto the parties of the first part to prepay any or all of said principal sum and interest at any time prior to its maturity.

NOW, THEREFORE, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indeptedness at the maturity thereof, together with the interest thereon, the said Harold N. Bean and Julia E. Bean, his wife, do give, grant, bargain and sell, convey and confirm unto the said Clayton M. Twigg and hazel E. Twigg, his wife, their neirs and assigns, the following property, to-wit

PARCEL NO. ONE: ALL those two adjoining lots, pieces, or parcels of land situate, lying, and being on the northerly side of the National nighway about 4 1/8 miles easterly from the City of Cumberland, in Election District No. 21 of Allegany County, State of Maryland, and more particularly described as follows:

LOT NO. UNE: BEGINNING for said parcel at an iron peg standing at the end of 88.3 feet on the 23rd and division line between Jesse M. Wilson land and Perry C. Wilson lands, it also being at the end of a reference line drawn from the most southeasterly corner of Perry C. Wilson 2-story brick dwelling house situate on the north side of the aforesaid National highway, and on the northwest side of this lot, South 30 degrees West 80.9 division line, North 79.5 degrees hast 277 feet to an iron peg; thence leaving same, South 4 degrees hast 27.3 feet to an iron peg; thence South 73.5 degrees west 270 feet to an iron peg; thence South 73.5 degrees West 270 feet to an iron peg standing on the north side of said National highway; thence along the north side of said nighway the two following lines: North 22 degrees 30 minutes West 52 feet; thence North 9 degrees hast 30.8 feet to the place of beginning. All bearings being magnetic and all measurements norizontal.

LOT NO. Two: DEGLARING for said parcel of land at an iron peg standing on the northeasterly side of the aforesaid National nighway and about 17 feet from the center of said nighway directly benind a telegraph pole, it also being the end of the third

line of the first parcel above described which adjoins this parcel on the west; and running thence reversing said third line, North 73 degrees 30 minutes East 270 feet to an iron peg; thence south 1 degree East 75.4 feet to an iron peg; thence South 32 degrees west 9.4 feet to an iron peg standing on the westerly limits of a road leading from the aforesaid National Highway to the residences of Liston R. Wilson and others; thence with the westerly side of said road, South 72 degrees 45 minutes west 233 aforesaid National Highway; thence along the northeasterly side of the of said highway, North 23 degrees 45 minutes west 32.5 feet to the place of beginning. Surveyed June 20, 1934. All bearings being magnetic and all measurements norizontal.

The Aforesaid Property is the same property conveyed by deed of even date herewith, from Robert N. Wilson and Thelma L. Wilson his wife, to harold N. Bean and which said deed is to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recordation of this mortgage among the Mortgage Records of Allegany County, Maryland.

PARCEL NO. TWO: ALL that lot, piece, or parcel of ground lying and being situate on the south side of the Baltimore Pike, about 4.1/8 miles easterly from the City of Cumberland, in Gross Election District No. 21, of Allegany County, State of Maryland, and particularly described as follows:

BEGINNING at an iron peg at the end of 152.6 feet on a reference line drawn South 47.75 degrees west from the southwest corner of the brick dwelling nouse owned and occupied by Perry C. Wilson and wife; and running thence South 54.5 degrees East 37.1 feet to a point on the east bank of Elk Lick Run; thence by the southwesterly margin of the Baltimore Pike, now U. S. Route No. 40, South 27.5 degrees East 441 feet to a corner of the parcel of land conveyed by the Jesse M. Wilson and Edna Wilson, his wife, to Robert N. Wilson and Thelma Louise Wilson, his wife, by deed dated November 24, 1948, and recorded in Liber No. 223, thence by said land, North 74 degrees West 62 feet to a point in Center of Elk Lick Run; thence by center line of Elk Lick Run, South 13 degrees West 92 feet and South 9 degrees East 62 feet; thence leaving said Elk Lick Run, South 61.75 degrees West 62 feet

36.2 degrees west 280.5 feet and North 00.25 degrees west 29 feet and North 2.75 degrees East 37.1 feet to the beginning; containing 2.031 acres, including a fringe of the right-of-way of the Baltimore Pike for embankment. Bearings have been corrected to true meridian, courses and distances are horizontal.

THE AFORESAID PROPERTY is the same property conveyed by deed of July 15, 1949, from Jesse M. Wilson and Edna Wilson, his wife, to Harold N. Bean and Julia E. Bean, his wife, and which said deed is recorded among the Land Records of Allegany County, Maryland, in Liber No. 225, folio 542.

PARCEL NO. THREE: ALL that piece or parcel of land situate lying, and being in Election District No. 21, Allegany County, State of Maryland, about 3 miles easterly of the City of Cumberland on the Baltimore Pike or Route 40, and being a part of the land which was conveyed by Jesse Wilson, et al, by deed dated the 28th day of November, 1933, to Raymond J. Minke and Emma R. Minke his wife, and which said deed is recorded in Liber No. 170, folio 176, and which said parcel is more particularly described as follows, to-wit:

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BEGINNING for said lot of land at an iron stake at the end of the fifth line of the whole parcel of land conveyed by the above-mentioned deed, said point being South 28.5 degrees East 15 feet from a post on the northwest edge of the new road intersecting with the said Baltimore Pike at that point; and running thence by the northeast margin of said Pike, South 32.5 degrees East 200 feet; thence leaving said Pike and by a new division line, North 30.5 degrees East 130 feet to an iron stake; thence North 30 dethe new road located and established by consent of citizens of said vicinity; thence South 69.5 degrees west 140 feet to the beginning, containing 0.525 of an acre.

This conveyance is expressly made subject to the following restrictions: That no structure of any kind shall be erected within 10 feet of the third line of this deed over a distance of 105 feet from the end thereof at the aforesaid new road, and that the reservation of driveway by Raymond J. Minke, et ux, by deed hereinafter referred to, consisting of the free and unrestricted access to and over the driveway extending along said portion of said boundary line; and that the covenant by the said Raymond J. Minke, et ux, as set forth in said deed hereinafter referred to, whereby the said Raymond J. Minke, et ux, covenant and agree that they will not erect any structure of any kind within 10 feet of the third line of the property hereby conveyed over a distance of 105 feet from the end thereof at the aforesaid new road and that the said driveway extending along that said portion of said boundary line shall be binding upon and inure to the benefits of the lands hereby conveyed.

THE AFORESAID PROPERTY is the same property conveyed by deed dated the 24th day of March, 1951, from Carl Wilson and Vanna wilson, his wife; and Orville Blubaugh and Elsie Blubaugh, his wife, to Harold N. Bean, and which said deed is recorded among the Land Records of Allegany County, Maryland, in Liber No. 233, folio 250; a specific reference to all of the aforesaid deeds is hereby made for a full and more particular description of the lands hereby conveyed by way of purchase money mortgage.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said Harold N. Bean and Julia E. Bean, his wife, their heirs, executors, administrators, or assigns, do and shall pay to the said Clayton M. Twigg and Hazel E. Twigg, his wife, their executors, administrators, or assigns, the aforesaid sum of Nine Thousand Two Hundred (\$9,200.00) Dollars, together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises, the said Harold N. Bean and Julia E. Bean, his wife, may hold and possess the aforesaid property, upon paying in the mean-property, all taxes, assessments and public liens levied on said the said Harold N. Bean and Julia E. Bean, his wife, hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant, or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are nereby declared to be made in trust, and the said Clayton M. Twigg and Hazel E. Twigg, his wife, their neirs, executors, administrators, and assigns, or Earl E. Manges, his, her, or their only constituted attorney or agent, are nereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her, or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner, and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payand the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said harold N. Bean and Julia L. Bean, his wife, their neirs or assigns, and in case of advertisement under the above power but no sale, onein case of advertisement under the above power but no sale, onehalf of the acove commission shall be allowed and paid by the mortgagors, their representatives, neirs, or assigns.

AND the said marold N. Bean and Julia E. Bean, his wife, further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagees or their assigns, the improvements on the nereby mortgaged land to the amount of at least Nine Thousand Two Mundred (\$9,200.00) Dollars, and to cause the policy or policies issued thereofor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagees, or the mortgagees may effect said insurance and collect the premiums thereon with interest as part of the nortgage

WITNESS, the hands and seals of said mortgagors:

Earl Marge Harold N. Bean (SEAL) East Margle Julia E. Bean (OEAL)

STATE OF MARYLAND, COUNTY OF ALLEGANY, TO WIT:

I HEREBY CERTIFY, That on this 14 day of January, 1955, before ge, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Harold N. Bean and Julia L. Bean, his wife, and each acknowledged the aforegoing mortgage to be his and her respective act and deed; and at the same time, before me also personally appeared Clayton M. Twigg and hazel E. Twigg, his wife, the within-named mortgagees, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS, my nand and Notarial Seal the day and year aforesaid.



Saf Edmin Marges

PILED AND RECURDED JANUARY 24" 1955 at 3:25 P.M.

This Murigage, Made this 24th day of January,

In the year nineteen hundred and fifty-five by and between

ERNEST LEE SHAW and CLARA CECELIA SHAW, his wife,

of Allegany County and the State of Maryland, parties of the first part and the

Western Maryland Building and Loan Association, Incorporated, a corporation duly incorporated under the Laws of the State of Maryland, party of the second part, WITNESSETH:

WHEREAS, the said parties of the first part, being members of the said Western Maryland Building and Loan Association, Incorporated, have received therefrom an advance loan of

- THREE THOUSAND - - - - - - - - - - - - - - - - - Dollars, on - - Thirty - - - Shares of stock, upon the condition that a good and effectual mortgage be executed by the said part ies of the first part to the said Body Corporate, to secure the payment of the sums of money at the times and in the manner hereinafter mentioned, and the performance of and compliance with the covenants, conditions and agreements herein mentioned, on the part of the said parties of the first part.

AND WHEREAS, this mortgage shall also secure future advances as provided by section 2 of Article 66 of the Annotated Code of Maryland (1989 Edition) as repealed and re-enacted, with amendments, by Chapter 928 of the Laws of Maryland, 1945, or any future amendments thereto.

NOW THEREFORE THIS MORTGAGE WITNESSETH: That in consideration of the premises and the sum of \$1.00 (One Dollar) the said parties of the first part do hereby grant, bargain and sell and convey unto the said Western Maryland Building and Loan Association, Incorporated, its successors or assigns all that lot or parcel of land lying in the City of Cumberland, Allegany County and the State of Maryland and more particularly described as follows:

ALL those lots, pieces or parcels of ground, situated, lying and being on the westerly side of Dorn Avenue, in the City of Cumberland, Allegany County, Maryland, known and designated as lots Numbers Three and Four on the map of Dorn's Addition to the said City of Cumberland, Maryland, which said lots are more particularly described in one parcel as follows, to-wit:

BEGINNING for the same at a point on the westerly side of said Dorn Avenue, at the end of seventy-seven and eighty-two hundredths feet measured in a southerly direction along the westerly side of said Dorn Avenue, from the southerly side of Hudson Avenue, and running thence with the westerly side of said Dorn Avenue, South twenty three degrees West fifty feet; thence at right angles thereto, North sixty seven degrees West one hundred fifteen feet to an alley fifteen feet wide; and with it, North twenty three degrees East fifty feet; thence South sixty seven degrees East one hundred fifteen feet to the place of beginning.

IT being the same property which was conveyed by George Henderson to Ernest Lee Shaw et ux by deed dated May 15, 1928, and recorded in Deeds Liber 158, folio 191 among the Land Records of Allegany County, Maryland.

TOUR THE WILL WILL THE THE TOURS AND APPRICAGE AND APPRICAGE THE COUNTY OF THE TOUR PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PR

TO HAVE AND TO HOLD the said property unto the said Western Maryland Building and Loan Association, Incorporated, its successors and assigns, forever in fee simple.

PROVIDED HOWEVER that if the said part ies of the first part make , or cause to be made the payments, and perform and comply with the covenants, conditions and agreements herein mentioned on their part to be made and done, then this mortgage shall be void. And the said part ies of the first part hereby covenant and agree with the said Western Maryland Building and Loan Association, Incorporated, its successors or assigns, to pay and perform as follows: that is to say:

FIRST: To pay to the said Corporation, its successors or assigns, the principal sum of

-Three Thousand - Boilars with six

per cent interest thereon, payable in 96 monthly payments of not less than \$39.45 each,

on or before the 24th day of each month hereafter until the whole of the said principal debt and
interest and any future advances as aforesaid are paid, the first monthly payment to be due on the 24th
day of Fahrmary, 1955, at the office of the said Western Maryland Building and Loan

Association, Incorporated. The final payment, if not sooner paid, to be due on the 24th day of January,

1953.

It is understood and agreed that the parties of the first part have the right to pay, in addition to the aforementioned menthly payments, the principal sum then due hereunder or any part thereof, in an amount squal to one or more monthly payments.

100

SECOND: To pay all taxes due and assessments legally levied on the said property, which have been or may be hereafter levied or charged on said property, when and as the same shall become payable and in default of such payment the said mortgagee may pay the same and charge such sum or sums against said mortgage debt as part thereof.

THIRD: And the said part of the first part do further convenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptabie to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land to the

amount of at iesst Three Thousand - - - -And to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure the benefit of the mortgagee, its successors or assigns, to the extent of its claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

PROVIDED that if default shall be made by the said part ies of the first part or by any one who may assume the payment of this mortgage, of the payments of the aforesaid sums of money, including any future advances or either of them, in whole or in part, or in any one of the agreements, covenants or conditions of this mortgage, then and in that event, the whole mortgage debt and interest hereby intended to be secured shall be deemed due and demandable and it shall be lawful for the said Western Maryland Building and Loan Association, Incorporated, its assigns, or

William R. Carscaden, its, or their duly constituted attorney, to sell the property hereby mortgaged, for cash and to grant and convey the same to the purchaser or the purchaser ers thereof, or to his, her or their assigns, which sale shall be made in the manner following, to wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in the City of Cumberland, Maryland, and in the event of a saie of said property under the powers thereby granted, the proceeds arising from said saie shall be applied:

FIRST: To the payment of all expenses incident to such sale, including taxes, and commission of eight (8%) percent to the party selling or making such sale; in case the said property is advertised under the power herein contained and no sale thereof made, that, in that event, the party so advertising shall be paid all expenses incurred and one-half of the said commission.

SECOND: To the payment of all claims and demands of said Mortgagee, its successors or assigns hereunder, whether the same shall have been matured or not and the baiance, if any, to be paid to the said the part ies of the first part as their interest may appear.

WITNESS the hands and seals of the said part ies of the first part hereto, the day and year hereinbefore written.

Test:

State of Margiand,

Allegang County, to wit:

(SEAL) (SEAL)

I hereby certify that, on this

24th

day of January 19 55 before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared Ernest Lee Shaw and Clara Cecelia Shaw, his wife, and they acknowledged the aforegoing mortgage to be their act; and at the same time, before me, also personally appeared Clement C. May an agent of the within named mortgagee, and made oath in due form of law that the consideration

mentioned in the aforegoing mortgage is true and bona side as therein set forth: and the said Clement C. May did further in like manner, make oath that he is the Secretary and agent of the said mortgages and duly authorized by it to

make this affidavit.

In witness whereas, I have hereunto set my hand and affixed my Notarial Seal this

A STATE OF

Patty an Clanic Notary Public



FILED AND RECORDED JANUARY 24" 1955 at 3:25 P.M.

This Morigage, Made this 21st day of January

in the year nineteen hundred and fifty-five by and between

CHARLES G. CRAWFORD and JOSEPHINE A. CRAWFORD, his wife,

of Allegany County and the State of Maryland, parties of the first part and the
Western Maryland Building and Loan Association, Incorporated,

a corporation duly incorporated under the Laws of the State of Maryland, party of the second part, WITNESSETH:

WHEREAS, the said part ies of the first part, being members of the said Western Maryland Building and Loan Association, Incorporated, have received therefrom an advance loan of

- - THREE THOUSAND and 00/100 - - - - - - - - Dollars, on Thirty - - - - - Shares of stock, upon the condition that a good and effectual mortgage be executed by the said parties of the first part to the said Body Corporate, to secure the payment of the sums of money at the times and in the manner hereinafter mentioned, and the performance of and compliance with the covenants, conditions and agreements herein mentioned, on the part of the said part ies of the first part.

AND WHEREAS, this mortgage shall also secure future advances as provided by section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

NOW THEREFORE THIS MORTGAGE WITNESSETH: That in consideration of the premises and the sum of \$1.00 (One Dollar) the said parties of the first part do hereby grant, bargain and sell and convey unto the said Western Maryland Building and Loan Association, Incorporated, its successors or assigns all that lot or parcel of land lying in the City of Cumberland, Allegany County and the State of Maryland and more particularly described

ALL of the following described real estate and lot of ground lying in the City of Cumberland in Allegany County, State of Maryland, situate on the Westerly side of Maryland Avenue, being a part of Lot No. 21 in Haley's Addition to Cumberland, according to the plat of said Addition recorded among the Land Records of Allegany County in Liber 34, folio 718 which part hereby intended to be conveyed is described as follows:

BEGINNING at a point on the westerly side of Maryland Avenue, said point being 115 feet distant from the intersection of the westerly side of Maryland Avenue with the southerly side of Short Street, and running thence with the westerly side of said Avenue South 51 degrees 59 minutes West 25 feet; thence at right angles to Maryland Avenue North 38 degrees 1 minute West 38 feet to Walnut Alley; and with said Alley, North 30 degrees 59 minutes East 26.8 feet, thence South 38 degrees 1 minute East 48 feet to the beginning.

IT being the same property which was conveyed by Elsie M. Squires to Charles G. Crawford et ux by deed dated March 8, 1949, and recorded in Deeds Liber 227, folio 684 among the Land Records of Allegany County, Maryland.

TOGETHER with the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said property unto the said Western Maryland Building and Loan Association, Incorporated, its successors and assigns, forever in fee simple.

PROVIDED HOWEVER that if the said part ies of the first part make, or cause to be made the payments, and perform and comply with the covenants, conditions and agreements herein mentioned on their part to be made and done, then this mortgage shall be void. And the said parties of the first part hereby covenant and agree with the said Western Maryland Building and Loan Association, Incorporated, its successors or assigns, to pay and perform as follows: that is to say:

FIRST: To pay to the said Corporation, its successors or assigns, the principal sum of

Three Thousand and 00/100 - Dollars with six

per cent interest thereon, payable in 139 monthly payments of not less than \$30.00 each,

on or before the 21st day of each month hereafter until the whole of the said principal debt and
interest and any future advances as aforesaid are paid, the first monthly payment to be due on the 21st

day of February, 1255s at the office of the said Western Maryland Building and Loss

Association, Incorporated. The final payment, if not sooner paid, to be due on the 21st day of August,

1966.





It is understood and agreed that the parties of the first part have the right to pay, in addition to the aforementioned monthly payments, the principal sum then due hereunder or any part thereof, in an amount equal to one or more monthly payments.

SECOND: To pay all taxes due and assessments legally levied on the said property, which have been or may be hereafter levied or charged on said property, when and as the same shall become payable and in default of such payment the said mortgagee may pay the same and charge such sum or sums against sald mortgage debt as part thereof.

THIRD: And the said parties of the first part do further convenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged iand to the Three Thousand and 00/100 - - - - Dollars. amount of at least_ And to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure the benefit of the mortgagee, its successors or assigns, to the extent of its claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt,

PROVIDED that if default shail be made by the said part ies of the first part or by any one who may assume the payment of this mortgage, of the payments of the aforesaid sums of money, including any future advances or either of them, in whole or in part, or in any one of the agreements, covenants or conditions of this mortgage, then and in that event, the whole mortgage debt and interest hereby intended to be secured shall be deemed due and demandable and it shall be lawful for the said Western Maryland Building and Loan Association, Incorporated, its assigns, or

William R. Carscaden its, or their duly constituted attorney, to sell the property hereby mortgaged, for cash and to grant and convey the same to the purchaser or the purchaser ers thereof, or to his, her or their assigns, which sale shall be made in the manner following, to wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in the City of Cumberland, Maryland, and in the event of a sale of said property under the powers thereby granted, the proceeds arising from said sale shall be applied:

FIRST: To the payment of all expenses incident to such sale, including taxes, and commission of eight (8%) percent to the party selling or making such sale; in case the said property is advertised under the power herein contained and no saie thereof made, that, in that event, the party so advertising shall be paid all expenses incurred and one-half of the said commission.

SECOND: To the payment of all claims and demands of said Mortgagee, its successors or assigns hereunder, whether the same shall have been matured or not and the balance, if any, to be paid to the said the parties of the first part as their interest may appear.

WITNESS the hands and seals of the said parties of the first part hereto, the day and year hereinbefore written.

Test:

(SEAL)

State of Maryland,

Allegung County, to mit:

I hereby rertify that, on this

21st day of January, before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared Charles G. Crawford and Josephine A. Crawford, his wife, acknowledged the aforegoing mortgage to be their act; and at the same time, before me, also personally appeared Clement C. May an agent of the within named mortgagee, and made oath in due form of law that the consideration mentioned in the aforegoing mortgage is true and Gona fide as therein set forth: and the said

Clement C. May did further in like manner, make oath that he is the Secretary and agent of the said mortgagee and duly authorized by it to make this affidavit.

In witness whereas, I have hereunto set my hand and affixed my Notarial Seal this January

B

Patty an Dani Notary Public

metge Frankurg Ma

LIBER 309 PAGE 488

FILED AND MCCURDED JANUARY 24" 1955 at 3:25 P.M.

| PURCHASE | MONEY | |
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 | | |

This Mortnane, Made this 19 Th day of January.

in the year Nineteen Hundred and fifty-five

, by and between

DONALD LEE WHITEHEAD and DORIS LEE WHITEHEAD, his wife,

of Allegany County, in the State of Maryland,

parties of the first part, and FROSTBURG NATIONAL BANK, a national banking corporation duly incorporated under the laws of the United States of America, having its principal office in

Frostburg. Allegany County, in the State of Maryland,

part y of the second part, WITNESSETH:

Whereus, the said parties of the first part are justly indebted unto the said Frostburg National Bank, its successors and assigns, in the full and just sum of

with interest from date at the rate of four and one-half per cent (4-1/2%) per annum on the unpaid principal until paid, said principal and interest being payable at the Frostburg National Bank, Frostburg, Maryland, in 120 monthly installment of \$34.21 payable on the 1970 day of each and every month after the date hereof until the principal and interest aforesaid are fully paid, as evidenced by the joint and several promissory note of the parties of the first part payable to the order of the party of the second part of even date and tenor herewith, which said indebtedness, together with the interest as aforesaid, the said parties of the first part hereby covenant to pay to the said party of the second part, its successors and assigns, as and when the same is due and payable. The parties of the first part shall have the privilege of paying off this indebtedness, together with interest as aforesaid to the date of said payment, at any time.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

ALL that lot or parcel of ground lying and being in or near the village of Midlothian in Election District 19 in Allegany County, Maryland, and more particularly described as follows, to wit:

BEGINNING at the beginning of the third line of the parcel of land which was conveyed by James Hamilton et ux to Henry 5. Barnes et al which is recorded in Deeds Liber 135, folio 459 among the Land Records of Allegany County, Maryland and running thence with said third line South 67 degrees East 52 feet; thence North 23 degrees East 110 feet; thence North 67 degrees West 52 feet to the easterly sid of a road leading to the mines formerly owned by the New Central Coal Company; thence by a straight line South 23 degrees East 110 feet to the place of beginning.

IT being the same property which was conveyed by Henry Seggie et ux to Donald Lee Whitehead et ux by deed dated as of even date with this mortgage and to be recorded among the Land Records of Allegany County, Maryland, prior to the recordation of this mortgage which is given to secure part of the purchase price of the property therein described and conveyed.

Tagether with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appartmentes thereunts belonging or in anywise appartmining.

Brauthed, that if the said parties of the first part, their beirs, executors, administra



LIBER 309 PAGE 489

tors or assigns, do and shall pay to the said party of the second part, its successors

| executive expansion or assigns, the aforesaid sum of |
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| THIRTY-THREE HUNDRED |
| together with the interest thereon, and any future advances made as aforesaid, as and when the |
| same shall become due and payable, and in the meantime do and shall perform all the covenants |
| herein on their part to be performed, then this mortgage shall be void. |
| And it is Agreed that until default be made in the premises, the said part ies of the |
| first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest |
| thereon, the said part ies of the first part hereby covenant to pay when legally demandable. |
| But in case of defauit being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whoie or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shail at once become |
| due and payable, and these presents are hereby declared to be made in trust, and the said part y |
| of the second part . its successors keles; second part . its successors keles; second part . its successors keles; second part . its successors keles; second part . its successors keles; second part . its successors keles; second part . its successors keles; second part . its successors keles; second part . its successors keles; second part . its successors keles; second part . its successors keles; second part . its successors keles; second part . its successors keles; second part . its successors keles; second part . its successors keles; second part . its successors keles; second part . its successors keles; second part . its successors keles; second part . its successors keles; second part . its successors keles; second part . its successors keles; second part . its successors keles; second part . its successors keles; second part . its successors keles; second part . its successors keles; second part . its successors keles; second part . its successors keles; second part . its successors keles; second part . its successors keles; second part . its successors keles; second part . its successors keles; second part . its successors keles; second part . its successors keles; second part . its successors keles; second part . its successors keles; second part . its successors keles; second part . its successors keles; second part . its successors keles; second part . its successors keles; second part . its successors keles; second part . its successors keles; second part . its successors keles; second part . its successors keles; second part . its successors keles; second part . its successors keles; second part . its successors keles; second part . its successors keles; second part . its successors keles; second part . its successors keles; second part . its successors keles; second part . its successors keles; second part . its successors keles; second part . its successors keles; second part . its successors keles; second part . its successors keles; second part . its successors keles; second part . its succe |
| COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attorneys or |
| agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over |
| to the said part ics of the first part . their heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns. |
| And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies successors or acceptable to the mortgagee or its/ assigns, the improvements on the hereby mortgaged land to the amount of at least Thirty-three Hundred and 00/100 Dollars |
| and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire |
| assigns, to the extent of ita lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt. |
| williess, the hands and seals of said mortgagor s. |
| Witness: David R. WILLETTS DONALD LEE WHITEHEAD DORIS LEE WHITEHEAD [Seal] |
| [Seal] |
| [Seal] |

| Therehij rertifit. That on this 19 day of January the year nineteen hundred and fifty-five, before me, the subscriber Notary Public of the State of Maryland, in and for said County, personally appeared Donald Lee Whitehead and Doris Lee Whitehead, his wife, d they acknowledged the aforegoing mortgage to be their respective t and deed; and at the same time before me also personally appeared F Earl Kreitzhurg, ashier of the Frostburg National Bank, within named mortgagee and made oath in due form of law, that the consideration in said ortgage is true and bona fide as therein set forth, and the said F Earl Kreitzburg further hade oath that he is the Cashier and agent of the within named mortgagee and in the consideration in said that the is the Cashier and agent of the within named mortgagee and in the consideration in said that he is the Cashier and agent of the within named mortgagee and in the consideration in said that he is the Cashier and agent of the within named mortgagee and in the consideration in said that he is the Cashier and agent of the within named mortgagee and in the consideration in said that he is the Cashier and agent of the within named mortgagee and in the consideration in said the said F Earl Kreitzburg further hade oath that he is the Cashier and agent of the within named mortgagee and in the consideration in said the said F Earl Kreitzburg further hade oath that he is the Cashier and agent of the within named mortgagee and in the consideration in said the said F Earl Kreitzburg further hade oath that he is the Cashier and agent of the within named mortgagee and in the consideration in the consideration in said the consideration in said the consideration in said the consideration in said the consideration in said the consideration in said the consideration in said the consideration in said the consideration in said the consideration in said the consideration in said the consideration in said the consideration in said the consideration |
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| the year nineteen hundred and fifty-five, before me, the subscriber Notary Public of the State of Maryland, in and for said County, personally appeared Donald Lee Whitehead and Doris Lee Whitehead, his wife, d theyacknowledged the aforegoing mortgage to betheir respective t and deed; and at the same time before me also personally appeared F. Earl Kreitzhurg, ashier of the Frostburg National Bank, e within named mortgagee and made oath in due form of law, that the consideration in said ortgage is true and bona fide as therein set forth, and the said F. Earl Kreitzburg further nade oath that he is the Cashier and agent of the within named mortgagee and like authorised by it to make this affidavit. |
| Notary Public of the State of Maryland, in and for said County, personally appeared Donald Lee Whitehead and Doris Lee Whitehead, his wife, dthey acknowledged the aforegoing mortgage to be their respective t and deed; and at the same time before me also personally appeared F. Earl Kreitzburg, ashier of the Frostburg National Bank, e within named mortgagee and made oath in due form of law, that the consideration in said ortgage is true and bona fide as therein set forth, and the said F. Earl Kreitzburg further nade oath that he is the Cashier and agent of the within named mortgagee and |
| Donald Lee Whitehead and Doris Lee Whitehead, his wife, d they acknowledged the aforegoing mortgage to be their respective t and deed; and at the same time before me also personally appeared F. Earl Kreitzburg, ashier of the Frostburg National Bank, e within named mortgagee and made oath in due form of law, that the consideration in said ortgage is true and bona fide as therein set forth, and the said F. Earl Kreitzburg further hade oath that he is the Cashier and agent of the within named mortgagee and his tauthorized by it to make this affidavit. |
| t and deed; and at the same time before me also personally appeared F. Earl Kreitzburg, ashier of the Frostburg National Bank, e within named mortgagee and made oath in due form of law, that the consideration in said ortgage is true and bona fide as therein set forth, and the said F. Earl Kreitzburg further hade oath that he is the Cashier and agent of the within named mortgagee and his tauthorized by it to make this affidavit. |
| t and deed; and at the same time before me also personally appeared F. Earl Kreitzburg, ashier of the Frostburg National Bank, e within named mortgagee and made oath in due form of law, that the consideration in said ortgage is true and bona fide as therein set forth, and the said F. Earl Kreitzburg further hade oath that he is the Cashier and agent of the within named mortgagee and his huthorized by it to make this affidavit. |
| ashier of the Frostburg National Bank, e within named mortgagee—and made oath in due form of law, that the consideration in said ortgage is true and bona fide as therein set forth, and the said F. Earl Kreitzburg further nade oath that he is the Cashier and agent of the within named mortgagee and |
| ortgage is true and bona fide as therein set forth, and the said F. Earl Kreitsburg further nade oath that he is the Cashier and agent of the within named mortgages and his tauthorised by it to make this affidavit. |
| nade oath that he is the Cashier and agent of the within named mortgagee and |
| WINESS my hand and Notarial Seal the day and year aforesaid. |
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| Lathering of Vachemen |
| CATHERINE L. CATHERNAN Notary Public |
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| Marled. |
| Marled & Standburg Md Jeb 11 55 |
| PILED AND RECORDED JANUARY 24" 1955 at 3:25 P.M. |
| PURCHASE MONEY This Murinage, Made this 19 Th day of January |
| PILED AND RECORDED JANUARY 24" 1955 at 3:25 P.M. PURCHASE MONEY THE MITTINGP, Made this 19 th day of January in the year Nineteen Hundred and fifty-five , by and between |
| PURCHASE MONEY This Murinage, Made this 19 Th day of January |
| PILED AND RECORDED JANUARY 24" 1955 at 3:25 P.M. PURCHASE MONEY THE MITTINGP, Made this 19 Th day of January in the year Nineteen Hundred and fifty-five , by and between LEONARD G. MORGAN and ALICE J. MORGAN, his wife, and KENNETH G. |
| PILED AND RECORDED JANUARY 24" 1955 at 3:25 P.M. PURCHASE MONEY THE MITTHERP, Made this 19 Th day of January in the year Nineteen Hundred and fifty-five , by and between LEONARD G. MORGAN and ALICE J. MORGAN, his wife, and KENNETH G. ORGAN and GERTRUDE E. MORGAN, his wife, |
| PILED AND RECORDED JANUARY 24" 1955 at 3:25 P.M. PURCHASE MONEY THE HITTIBITE, Made this 19 Th day of January in the year Nineteen Hundred and fifty-five, by and between LEONARD G. MORGAN and ALICE J. MORGAN, his wife, and KENNETH G. ORGAN and GERTRUDE E. MORGAN, his wife, of Allegany County, in the State of Maryland, parties of the first part, and FROSTBURG NATIONAL BANK, a national banking or portation duly incorporated under the laws of the United States of America, |
| FILED AND RECURDED JANUARY 24" 1955 at 3:25 P.M. PURCHASE MONEY THE MITTIBLE, Made this 19 Th day of January in the year Nineteen Hundred and fifty-five , by and between LEONARD G. MORGAN and ALICE J. MORGAN, his wife, and KENNETH G. ORGAN and GERTRUDE E. MORGAN, his wife, of Allegany County, in the State of Maryland, parties of the first part, and FROSTBURG NATIONAL BANK, a national banking or portation duly incorporated under the laws of the United States of America, |

Whereas, the said parties of the first part are justly indebted unto the said party of the second part, its successors and assigns, in the full sum of

FOUR THOUSAND - - - - - - - - - - - - - - - - 00/100 DOLLARS (\$4,000,00)

payable one year after date of these presents, together with interest thereon at the rate of six per centum (6%) per annum, payable quarterly, as evidenced by the joint and several promissory note of the parties of the first part payable to the order of the party of the second part, of even date and tenor herewith, which said indebtedness, together with interest as aforesaid, the said parties of the first part hereby covenant to pay to the said party of the second part, its successors and assigns, as and when the same is due and payable.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated-Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Cherefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said part ies of the first part do give, grant, bargain and sell, convey, release and confirm unto the said part y of the second part, its successors

Election District 18 in Allegany County, Maryland, more particularly described in a deed from Harry O. Morgan to Leonard G. Morgan et ux et al dated January 1955, and to be recorded among the Land Records of Allegany County, Maryland, prior to the recordation of this mortgage which is given to secure part of the purchase price of the property therein described and conveyed, reference to which deed is hereby specifically made for a more particular description of said property.

SECOND PARCEL: ALL that lot, piece or parcel of ground lying and being in Election District 12 in or near the village of Grahamtown in Allegany County, Maryland, which was conveyed by Walter D. Plummer et ux to Leonard G. Morgan et ux by deed dated July 3, 1941, and recorded in Deeds Liber 190, folio 486 among the Land Records of Allegany County, Maryland, reference to which deed is hereby specifically made for a more particular description of said property.

THIRD PARCEL: ALL that eight-room frame dwelling located on what is known as Lot 68 of the Fourth Addition to the Town of Lord in Allegany County, Maryland, the surface of the land on which aaid dwelling is located being the subject of a lease from the Maryland Coal and Realty Company to Kenneth G. Morgan et ux dated April 1, 1949.

Together with the bulldings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

| Frontord, that if the said parties of the first part, their heirs, executors, administra- |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| tors or assigns, do and shall pay to the said part y of the second part its successors |
| anscency administrator or assigns, the aforesaid sum of |
| FOUR THOUSAND |
| same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void. |
| And it is Agreed that until default be made in the premises, the said part ies of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest |
| thereon, the said parties of the first part hereby covenant to pay when legally demandable. But in case of default being made in payment of the mortgage debt aforesaid or of the interest |
| payment of the mortgage debt aforesid or of the interest |

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part? . its successors

| COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attorneys or | 12000 |
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| agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the | 100 mg |
| purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in | 1999 |
| manner following to-wit: By giving at least twenty days' notice of the time, place, manner | LANGE BY |
| and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be | 1.00 |
| at public auction for cash, and the proceeds arising from such sale to apply first to the payment of | 37.50 |
| all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mort- | 5300 |
| gage, whether the same shall have been then matured or not; and as to the balance, to pay it over | 100 |
| to the said parties of the first part, their heirs, or assigns, and in case of | 199 |
| advertisement under the above power but no saie, one-half of the above commission shall be allowed | |
| and paid by the mortgagor s. their representatives, heirs or assigns. | 1 |
| representatives, nears or assigns. | 1 |
| And the said part iss of the first part further covenant to insure forthwith, and | |
| pending the existence of this mortgage, to keep insured by some insurance company or companies | |
| acceptable to the mortgagee or its/ assigns, the improvements on the hereby mortgaged land to | |
| the sweet of at least Four Thousand | |
| and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire | |
| | |
| or other iosses to linure to the benefit of the mortgagee , its successors subscor | |
| assigns, to the extent of 128 lien or claim hereunder, and to place such | - |
| policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt. | |
| | |
| Witness, the hands and seals of sald mortgagor a. | |
| | |
| Witness: AS TO ALL | |
| N ION 1 | |
| Nevel & Vivetts Leaved & Mars [Seal] | |
| DAVID R WILLETTS LEONARD G. MORGAN | 1 3 |
| North Rolling There - 1 | - 0 |
| DAVID R. WILLETTS ALICE J. MORGAN [Seal] | |
| THE BOOK AND DESIGNATION OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE | 13 |
| Kenneth M. Morgan [Seal] | 18 |
| KENNETH G. MORGAN | 1 3 |
| Lestrale 6: Morgan 18mil | 4.1 |
| GERTRUDE E. MORGAN | 1. 3. 3. |
| State of Maryland, | CHO |
| Allegany County, to-wit: | |
| 3 hereby certify, That on this 19 th day of January | |
| in the year nineteen hundred and fifty-five | 公共 |
| | 1.00 |
| a Notary Public of the State of Maryland, in and for said County, personally appeared | 122 |
| Leonard G. Morgan and Alice J. Morgan, his wife, and Kenneth G: Morgan and | SIGN |
| Gertrude E. Morgan, his wife, | 10 m |
| and they acknowledged the aforegoing mortgage to be their respective | South |
| act and deed; and at the same time before me also personally appeared F. Earl Kreitzburg. | Sadi |
| Cashier of the Frostburg National Bank, | 0.53 |
| | 3500 |
| the within named mortgagee and made oath in due form of law, that the consideration in said | |
| mortgage is true and bona fide as therein set forth, and further made oath that he is the | 7.33 |
| cashier of said Bank and duly authorized by it to make this affidavit. | |
| WITNIEGO may hand and Material Good Ale does and seem of | 205.93 |
| WITNESS my hand and Notarial Seal the day and year aforesaid. | ASTA COMP |
| | 10000 |
| Little de Morten | 198.53 |
| Untherine L. Cotherian Netsty Public | DESCRIPTION |



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FILED AND RECURSED JANUARY 25" 1955 at 3:35 P.M.

THIS MORTGAGE, Made this Ly day of January, 1955, by and between CHARLES B. CONNOR, Widower, of Allegany County, Maryland, party of the first part, and THE FIRST NATIONAL BANK OF CUMBERLAND, a banking corporation, duly organized under the laws of the United States, party of the second part, WITNESSETH:

WHEREAS, the party of the first part is justly and bona fide indebted unto the party of the second part in the full and just sum of One Thousand Five Hundred (\$1,500.00) Dollars, with interest from date at the rate of six per cent (6%) per annum, which said sum the said party of the first part covenants and agrees to pay in equal monthly installments of Twenty Nine (\$29.00) Dollars on account of interest and principal, payments to begin on the 14 day of 1955, and continuing on the same day of each and every month thereafter until the whole of said principal sum and interest is paid. The said monthly payments shall be applied, first, to the payment of interest, and, secondly, to the payment of principal of the mortgage indebtedness.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH:

That for and in consideration of the premises and of the sum of One (\$1.00) Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness, together with the interest thereon, and in order to secure the prompt payment of such future advances, together with the interest thereon, as may be made by the party of the second part to the party of the first part prior to the full payment of the aforesaid mortgage indebtedness, and not exceeding in the aggregate the sum of Five Hundred (\$500.00) Dollars, and not to be made in an amount which would cause the total mortgage indebtedness to exceed the original amount thereof, and to be used for paying of the costs of any repairs, alterations or improvements to the hereby mortgaged property, the said party of the first part does give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors and assigns, all that certain piece or parcel of ground situated on the Northwesterly side of Baltimore Avenue, in the City of Cumberland, Allegany County, Maryland, being a part of a certain piece or parcel of ground conveyed by Frederick Yeager to Cornelius C. Chandler et ux by deed dated August 21, 1907, and recorded in Liber 101, Folio 674, one of the Land Records of Allegany County, Maryland, and more particularly described as follows:

BEGINNING for the same at a chiseled mark on the Northwesterly line of Baltimore Avenue, said chiseled mark being in the top of the concrete curb at the Southwest corner of the lot being described, and running thence with said Northwesterly line North 69 degrees 12 minutes East 35.6 feet to a chispled mark in the concrete curbing, thence North 32 degrees 25 minutes West 196 feet, thence South 69 degrees 12 minutes West 25 feet, thence South 28 degrees 55 minutes East 11.5 feet to the end of the second line of a certain strip of ground conveyed by Cornelius C. Chandfer to Lulu D. Rice et al by deed dated July 22, 1931, and recorded in Liber 166, Folio 139, one of the Land Records of Allegany County, Maryland, and reversing said second line South 31 degrees 15 minutes East 141 feet to an iron pipe, thence reversing the first line of above mentioned deed South 23 degrees 45 minutes East 43.65 feet in a line that is parallel to and about four inches from the Southwest plane of the house on the property, to the beginning.

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It being the same property conveyed to Charles B. Connor and Esther N. Connor, his wife, as tenants by the entireties, by Augusta Chandler, widow, by deed dated the 24th day of April, 1948, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 220, folio 186.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, That if the said party of the first part, his heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of One Thousand Five Hundred (\$1,500.00)

Dollars, together with the interest thereon, in the manner and at the time as above set forth, and such future advances together with the interest thereon, as may be made by the party of the second part to the party of the first part as hereinbefore set forth, and in the meantime do and shall perform all the covenants herein on his part to be performed, then this mortgage shall be

AND IT IS AGREED, that until default be made in the premises, the said party of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all of which taxes, mortgage debt and interest thereon, the said party of the first part hereby covenants to pay when legally demandable; and



it is covenanted and agreed that in the event the party of the first part shall not pay all of said taxes, assessments and public liens as and when the same become due and payable, the second party shall have the full legal right to pay the same, together with all interest, penalties, and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant, or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made by the party of the second part to the party of the first part as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors or assigns, or Walter C. Capper, their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser of purchasers thereof, his, her, or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash. and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made by the party of the second part to the party of the first part as hereinbefore set forth, whether the same shall have then matured or not; and as to the balance, to pay it over to the said party of the first part, his heirs or assigns, and in case of advertisement under the above power, but no sale, one-half of the above commissions shall be allowed and paid by the mortgagor, his representatives, heirs or assigns.

And the said party of the first part further covenants to insure forthwith and, pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable LIBER 309 MGE 496

to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged property to the amount of at least One Thousand Five Hundred (\$1,500.00) Dollars, and to cause such policy or policies issued therefor to be so framed or endorsed as, in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim thereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hand and seal of the said mortgagor.

WITNESS:

Charles B. Connor (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 44 day of January, 1955, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared CHARLES B. CONNOR, and acknowledged the aforegoing mortgage to be his act and deed; and, at the same time, before me also personally appeared ALBERT W. TINDAL, President of The First National Bank of Cumberland, the within named mortgages, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal.

eission empires may 2, 1935

Mitgel Frankung Mid

FILED AND RECORDED JANUARY 25" 1955 at 3:00 P.M.

| This Mortgage, Made thi | is 24Th day of January | |
|----------------------------------|------------------------|---------------|
| in the year Nineteen Hundred and | fifty-five | ble and hater |

WILLIAM R. GOEBEL and CONSTANCE D. GOEBEL, his wife,

| of Allegany County, in the State of Maryland, | S Sil |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|
| part ies of the first part, and FROSTBURG NATIONAL BANK, a national bankir corporation duly incorporated under the laws of the United States of America, a having its principal office in | nd |

part y of the second part, WITNESSETH:

Whereus, the said parties of the first part are justly indebted unto the said party of the second part, its successors and assigns, in the full sum of

payable one year after date of these presents, together with interest thereon at the rate of six per centum (6%) per annum, payable quarterly, as evidenced by the joint and several promissory note of the parties of the first part payable to the order of the party of the second part, of even date and tenor herewith, which said indebtedness, together with interest as aforesaid, the said parties of the first part hereby covenant to pay to the said party of the second part, its successors and assigns, as and when the same is due and payable.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repenled and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Cherefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said parties of the first part do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part its successors thereon assigns, the following property, to-wit:

ALL that lot, piece or parcel of ground lying and being in Allegany County, Maryland, situate in the Town of Frostburg, in Election District No. 11, known and distinguished as Lot No. 10 of Consolidation Coal Company's Amendment to the plat of Frostburg Coal Company's Third Addition to the Town of Frostburg filed for record among the Plat Records of Allegany County in Plat Case No. 124, and more particularly described as follows:

BEGINNING for the same at a point on the East side of Centennial or German Street, said point being North fifty-four degrees fifty-five minutes West three hundred and ninety-three and forty-six hundredths feet from the Consolidation Coal Company's Engineer Survey Station No. 12133, which is a bar "T" iron flush with the ground, and running with said street North thirty degrees six minutes West fifty feet; then leaving said street (true meridian courses and horizontal distances used throughout) North fifty-nine degrees fifty-four minutes East one hundred and fifty feet; thence South thirty degrees six minutes East fifty feet; thence South fifty-nine degrees fifty-four minutes West one hundred and fifty feet to the place of beginning; containing seventeen hundredths of an acre, more or less.

IT being the same property which was conveyed by Ralph J. Huff and wife to the parties of the first part by deed dated September 16, 1943, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 197, folio 295.

Ungriher with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Fravided, that if the said parties of the first part, their heirs, executors, administra-





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| iensoutesco; asiministrators or assigns, the aforesald sum of | 1 |
| SIXTY-NINE HUNDRED | |
| together with the interest thereon, and any future advances made as aforesaid, as and when the | Est |
| same shall become due and payable, and in the meantime do and shall perform all the covenants | 1928 |
| herein on their part to be performed, then this mortgage shall be void. | 12.50 |
| And it is Agreed that until default be made in the premises, the said part ies of the | 13 |
| first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, | 100 |
| assessments and public liens levied on said property, all which taxes, mortgage debt and interest | 197 |
| thereon, the said parties of the first part hereby covenant to pay when legally demandable. | |
| But in case of default being made in payment of the mortgage debt aforesaid, or of the interest | Park |
| thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of
this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become | 361 |
| due and payable, and these presents are hereby declared to be made in trust, and the said party. | |
| of the second part . its successors free | |
| COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attorneys or | |
| agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby | |
| mortgaged or so much thereof as may be necessary, and to grant and convey the same to the | |
| purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in
manner following to-wit: By giving at least twenty days' notice of the time, place, manner | - |
| and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be | |
| at public auction for cash, and the proceeds arising from such sale to apply first to the payment of
all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to | - |
| the party selling or making said saie; secondly, to the payment of all moneys owing under this mort- | |
| gage, whether the same shall have been then matured or not; and as to the balance, to pay it over | 201 |
| to the said parties of the first part, their heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed | |
| and paid by the mortgagors, their representatives, heirs or assigns. | |
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| Atto the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies | |
| acceptable to the mortgagee or its/ assigns, the improvements on the hereby mortgaged land to | 1 |
| the amount of at least Sixty-nine Hundred and 00/100 Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire | 1 |
| or other losses to lnure to the benefit of the mortgages , its successors | 123 |
| assigns, to the extent of its lien or claim hereunder, and to place such | |
| policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt. | |
| Witness, the hands and seals of said mortgagors. | |
| Witness: | |
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| Hard R Musick Street Phase | |
| DAVID R. WILLETTS WILLIAM N. GOEBEL [Seal] | |
| N. 1811 - 1 94-14 | |
| DAVID R. WILLETTS CONSTANCE D. GOEBEL [Seal] | |
| [Seal] | |
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| [Seal] | |
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State of Maryland, Allegany County, to-wit:

| | County, to-wit: | |
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| | ereby rertify, That on this 24 15 day of January | _ |
| | neteen hundred and fifty-five , before me, the subs | scriber |
| a Notary Publi | lic of the State of Maryland, in and for said County, personally appeared | |
| William R. | . Goebel and Constance D. Goebel, his wife, | |
| and they | acknowledged the aforegoing mortgage to be their respective | |
| | and at the same time before me also personally appeared F. Earl Kreitzbur the Frostburg National Bank, | rg. |
| the within nar | med mortgagee and made oath in due form of law, that the consideration in | n said |
| made oath t | rue and bona fide as therein set forth, and the said F. Earl Kreitzburg is
that he is the Cashier and agent of the within named mortgages is
ized by it to make this affidavit. | |
| WITNESS | S my hand and Notarial Seal the day and year aforesaid. | |
| - 3 | CATHERINE L. CATHERMAN Notary Pub | blic |
| | the name to be signed by its Privile rate seal affixed, duly attested by in | Té. |
| a 6th | day of June, 1955.
Sent front postional
and Kristyling By: William E. | Ba |
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| January William A of Allegany C expression she as the context the laws of Mi Maryland, of t Witnesseth: Whereas, | FILED AND RECORDED JANUARY 25" 1955 at 9:10 A.M. ARTITUSHP, Made this in the year nineteen hundred and fifty-five , by and be county, Maryland, of the first part, hereinafter sometimes called mortgagor, all include the plural as well as the singular, and the feminine as well as the mase that require, and The Liberty Trust Company, a corporation duly incorporated laryland, and having its principal office in the City of Cumberland, Allegany Cothe second part, hereinafter sometimes called mortgagoe, | day of etween which culine, under |

date at the rate of S1x (64) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rate quarterly interest hereunder to be payable on March 31, 1955

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

William A. Deremer and Lenora M. Deremer, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot or parcel of ground lying and situated near the City of Cumberland, Allegany County, Maryland, and known as Lot No. 1 of "The Goethe Street Addition to Cumberland, Maryland", a Plat of which Addition is filed in the Office of the Clerk of the Circuit Court for Allegany County, Maryland, in Plat Box 83, and which said lot is more particularly described as follows, to-wit:

BEGINNING at a peg on the Southeast side of Princeton and running thence with said Avenue, North 6 degrees 54 minutes East foot alley, and with said alley, South 6 degrees West 20 feet to a fifteen-fifteen-foot alley, and with said alley, North 85 degrees 26 minutes West 120.2 feet to the beginning.

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It being the same property which was conveyed unto the said Mortgagors by Ronald B. Landis, unmarried, by deed dated October 17, 1945, and recorded in Liber No. 205, folio 567, one of the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgages, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Twenty-Seven Hundred (\$2700.00) Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgager shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgages.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvments to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgager hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said the Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby



mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Twenty-Seven Hundred (\$2700.00) - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

enna m

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 24 day of

January

in the year nineteen

hundred and

fifty-five

before me, the subscriber, a Notary Public of the

State of Maryland in and for the county aforesaid, personally appeared

William A. Deremer and Lenora M. Deremer, his wife,

each acknowledged, the foregoing mortgage to be their deed; and at the same time, before me, also personally appeared

act and Charles A. Piper,

President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bons fide as therein set forth; and the Charles A. Piper,

did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

witness whereof I have hereto set my hand and affixed my notarial seal the day and year

Jenes M. Lorley Notary Public

| | STATE OF THE PERSON | | |
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| | FILED AND AECOADED JAI | NUANY 25" 1955 at 1 | 2:00 Noen |
| PUF | RCHASE MONEY | 21-11 | |
| This | B/Morigage, Made thia_ | day of | Jamuary |
| in the y | year Nineteen Hundred and Fifty_ | Five | , by and between |
| | DAVID W. SMITH and MARGA | RET P. SMITH, his v | wife, |
| . 1 6 -1 | | Andrew Street, St. | |
| · of | Allegany | County, in the State of | Maryland |
| parties | s of the first part, and | | |
| THE SECO | OND NATIONAL BANK OF CUMBI | ERLAND, Cumberland,
ler the laws of the | Maryland, a banking United States, |
| of | Allegany | County, in the State of | Maryland |
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| | How Therefore, in consideration of and in order to secure the prompt pays | | |
| of, toge | ether with the interest thereon, the sa | id | |
| | parties of the first | part | |
| do | give, grant, bargain and sell, c | onvey, release and confirm | unto the said |
| | party of the second p | art, its successors | or |
| helmon | assigns, the following property, to- | wit: | |
| | | | |

ALL that lot or parcel of land situated on the Southerly side of Elder Street, in the City of Cumberland, Allegany County, Maryland, and known as Lot No. 193 in the Humbird Land and Improvement Company's Addition to Cumberland, and described as follows:

BEGINNING for the same at the end of the first line of Lot No. 192, and running thence with the Southerly side of Elder Street, South 53th degrees East 30 feet; then South 36th degrees West 125 feet to the Northerly side of an alley; thence North 53th degrees West 30 feet to the end of the second line of Lot No. 192, and with said second line of Lot No. 192, reversed, North 36th degrees East 125 feet to the place of beginning.



UBGR 309 MGE 503

BEING the same property which was conveyed to the parties of the first part by Thomas W. Fahey by deed dated the day of January, 1955, and which is to be recorded among the Mortgage Records of Allegany County with the recording of this mortgage.

| Cogether with the buildings and improvements thereon, and the rights, roads, ways |
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| waters, privileges and appurtenances thereunto belonging or in anywise appertaining. |
| Drovided, that if the said parties of the first part |
| their heirs, executors, administrators or assigns, do and shall pay to the said |
| party of the second part, its successors |
| oscortorxxxxdoixistrator or assigns, the aforesaid sum of |
| Twenty-One Hundred and no/100 (.2,100.00) lollars |
| Twenty-one numbed and notice (\$2,100.00) Foliats |
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| together with the interest thereon, as and when the same shall become due and payable, and in |
| the meantime do and shall perform all the covenants herein on their part to be |
| performed, then this mortgage shall be void. |
| And it is Agreed that until default be made in the premises, the said |
| |
| parties of the first part |
| may hold and possess the aforesaid property, upon paying in |
| the meantime, all taxes, assessments and public liens levied on said property, all which taxes, |
| mortgage debt and interest thereon, the said |
| parties of the first part |
| hereby covenant to pay when legally demandable. |
| But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said. |
| party of the second part, its successors |
| |
| his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shail be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberiand, Maryland, which said sale shail be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then |
| matured or not; and as to the balance, to pay it over to the said |
| parties of the first part, their heirs or assigns, and |
| in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns. |
| End the said parties of the first part further covenant to |
| insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance |
| Company or companies acceptable to the mortgagee or 1ts successors or |
| assigns, the improvements on the hereby mortgaged iand to the amount of at least |
| Twenty-One Hunered and no/100 (\$2,100.00) Dollars, |
| and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, |
| to inure to the benefit of the mortgagee , 1ts successors bases or assigns, to the extent |
| of 1ts or their ijen or claim hereunder, and to place such policy or |
| policies forthwith in possession of the mortgagee , or the mortgagee may effect said incurance |

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| dage | w M. Me Che | <u></u> | David W. Smith | will . | [SEAL] |
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| | f Maryland, | | Archret P. Smi | Fh | [SEAL] |
| | y County, to-wi | and the second | | | , |
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| 3 k | pereby certify, 1 | That on this | 20 th day | of January | • |
| | nineteen Hundred and | | | | Particular Internal |
| Notary P | ublic of the State of Ma | aryland, in an | d for said County, per | rsonally appear | ed |
| DA | AVID W. SMITH and | MARGARET | P. SMITH, his | wife | |
| nd each | acknowledged the | aforegoing 1 | mortgage to be the | ir respect | ive |
| ct and deed | i; and at the same time | before me also | personally appeared | | |
| | N H. MOSNER, Cash | | | | |
| | amed mortgagee, and | | | the considerat | tion in said |
| nortgage is | true and bona fide as th | erein set for f | orth. | | No. of Participation |
| 11/7/00 | e grantania | | 700 | | 100 |
| WILNE | ESS my hand and Notas | nai Seal the d | | | |
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Bernard S. McCarty and Anna S. McCarty, his wife,

| of | Allegany | County, in | the State of. | Maryland | |
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| parties of the second p | art, WITNESSETH | * | | • | |

Whereas,

The Parties of the First Part are justly and bonafidely indebted unto the Parties of the Second Part, for the full and just sum of Six Hundred (\$600.00) Dollars, which said sum the Parties of the First Part promised to pay to the order of the Parties of the Second Part one (1) year after date, without interest, the sum hereby secured being in part purchase money for the hereinafter desceibed property, to-wit:-

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Clarence H. McCarty and Amanda R. McCarty, his wife,
do give, grant, bargain and sell, convey, release and confirm unto the said
Bernard S. McCarty and Anna S. McCarty, his wife,

heirs and assigns, the following property, to-wit:

All those lots or parcels of ground known as Lots Nos. 357, 358, 359, 360, 361, and 362 Woodward Avenue Section A, as shown on amended flat No. 2 of Bowman's Cumberland Valley Addition to Cumberland, Maryland, and described as one parcel, to wit;

BEGINNING at the intersection of the Westerly side of an alley with the Northerly side of Woodward Avenue then running with the Northerly side of Woodward Avenue North 67 degrees 50 minutes West 240 feet then North

22 degrees 10 minutes East 132 1/2 feet to the Southerly side of an alley then with the Southerly side of said alley South 67 degrees 50 minutes East 240 feet to the Westerly side of an alley then South 22 degrees 10 minutes West 132 1/2 feet to the place of beginning.

IT BEING the same property which was conveyed unto the Parties of the First Part by Wilbert H. Nicholas and Naomi L. Nicholas, his wife, by a deed dated the 19th day of September, 1945, and recorded in Liber No. 205, folio 344, one of the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Drovided, that if the said Parties of the First Part, their

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| executors , administrators or a | ssigns, the aforesaid sum-of | A HATTIE |
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| | form all the covenants herein on their | part to be |
| performed, then this mortgage | shall be void. | ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, |
| And it is Agreed th | at until default be made in the premises, the said | |
| | of the First Part. | |
| FALLIES | | |
| 46.0 | may hold and possess the aforesaid property, upon | |
| the meantime, all taxes, assessm | sents and public liens levied on said property, all wi | nich taxes, |
| mortgage debt and interest there | son, the said Parties of the First Part | |
| hereby covenant to pay when I | iscally demandable | |
| But in case of default being | made in payment of the mortgage debt aforesaid, or | of the in- |
| terest thereon, in whole or in pa | rt, or in any agreement, covenant or condition of this
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State of Maryland, Allegany County, to-wit:

in the year nineteen Hundred and Fifty Five , before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Clarence H. McCarty and Amanda R. McCarty, his wife,
and they acknowledged the aforegoing mortgage to be their
act and deed; and at the same time before me also personally appeared

Bernard S. McCarty and Anna S. McCarty, his wife,
the within named mortgagee, and made oath in due form of law, that the consideration in saidmortgage is true and bona fide as therein set for forth.

WITNESS my hand and Notarial Seai the day and year aforesaid.

Keo A legge acting Cety

FILED AND RECORDED JANUARY 25" 1955 at 11:35 A.M.

| • | ~ ~ . | by and between | in the |
|-----------------|-------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|-----------------|
| year Whiteeth | Marie K. Hol | | |
| corporate, inco | mortgagors, and First Federal | ne State of Maryland, part_Yof the is Savings and Loan Association of Cume United States of America, of Allegany alled mortgages. | berland, a body |
| | CAS, the said mortgagee has | this day loaned to the said mortgage | |

By the payment of Twenty-five & 00/100 - - (\$25.00) - - - - Dollars as before the first day of each and every month from the date hereof, until the whole of said

nt, per annum, in the manner following:

which said sum the mortgagors agree g to repay in installments with interest thereon from

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principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgages in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Bow Cherefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagers do es give, grant bargain and sell, convey, release and confirm unto the said mortgages, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot or parcel of ground lying and being on the south side of Fayette Street in the City of Cumberland, Allegany County, Maryland, being a part of Lots Nos. 19, 20 and 21 of Reed's Addition to the City of Cumberland, and also a part of a strip of land conveyed to Marie K. Holzshu by the Mayor and City Council of Cumberland by deed dated October 27, 1947, and recorded in Liber No. 217, folio 700, one of the Land Records of Allegany County, Maryland, and more particularly described as follows, to-wit:

Beginning for the same at a stake on the southerly line of Fayette Street, distant South 72 degrees 36 minutes East 47.9 feet from the southeastern intersection of Fayette Street and the first alley West of Brook Avenue, and running then with the southerly side of Fayette Street, South 72 degrees 29 minutes East 15.15 feet, South 78 degrees 48 minutes East 30.85 feet to a chiseled mark on the edge of the concrete sidewalk; then South 11 degrees 12 minutes West 70 feet to a stake; then North 82 degrees 53 minutes West 46.6 feet to a stake; and then North 11 degrees 33 minutes East 75 feet to the beginning.

Being part of the property which was conveyed unto Marie K. Holzshu by deed of the Holzshu Realty Company, dated May 23, 1947, which is recorded in Liber No. 215, folio 421 one of the Land Records of Allegany County, Maryland, and being part of the property which was conveyed unto Marie K. Holzshu by deed of the Mayor and City Council of Cumberland dated October 27, 1947, recorded in Liber No. 217, folio 700 one of the Land Records of Allegany County, Maryland.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgages may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgages or wherein the Mortgages is the Beneficiary and which is held by the Mortgages as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagora covenants to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from



UBER 309 MGE 509

time to time make or cause to be made all needful and proper replacements, reputry, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrants generally to, and covenants with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that She will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

to bave and to bold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgager, here heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on her part to be performed, then this mortgage shall be void.

And it is Egreed that until default be made in the premises, the said mortgagor may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor hereby covenant s to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Anothe said mortgagors, further covenants to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Three Thousand & 00/100 - - - (83000.00) - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

End the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do a hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagers, for themselves and their heirs, and personal representatives, do 98 hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax recipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgage recipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgage property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgager to deep the buildings on said property in good condition of repair, the mortgage may demand, the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgage to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation , other than the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns,

Militess, the hand and seal of said mortgagors

Eni Han

Harie K. Holzehar

[SEAL]

INFAL:

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State of Maryland, Allegany County, to-wit:

I hereby certify, That on this 24TH day of JANUARY.

in the year nineteen Hundred and Fifty-five before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

Marie K. Holzshu, single,

the said mortgagors herein and she scknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bons fide as therein set forth, and did further make oath in due form of law, that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Notary Public.

Myse Hesterwart Md



Promissory Note of the said parties of the first part herehm, dated of even date herewith, and made payable unto the order of the said parties of the second part, ON DEMAND, in the amount of Twenty Seven Hundred and Twenty Two Dollars and Fifty Seven Cents (\$2,722.57), with interest at the rate of Six Percent (6%) per Annum, and

WHEREAS, the said parties of the first part have agreed to execute this Mortgage as security for the aforesaid note, and have agreed to pay in the reduction thereof, until domand is made for the full amount, at least the sum of Thirty Eight Dollars (\$38.00) plus the accrued interest, and

WHEREAS, the said money herein borrowed is for the purchase price of the hereinafter described real estate and therefore this is known as a Purchase Humey Mortgage.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part ----- give, grant, bargain and sell, convey, release and confirm unto the said parties of the second part, their --heirs and assigns, the following property, to-wit: All of that certain real estate known as Lot Number Tem (10) in Section "H" in Greene's Highland Park Addition to the Town of Westermport, Maryland, which is the same property as described in that certain deed made unto Reger A. Darr et ux, by Katherine J. Harr, Widow, Bated October 29th, 1946, and recorded among the Land Records of Allegany County, Maryland, and which is also the same property as conveyed unto the said Harry A. Kidwell and Harry C. Kidwell, parties of the first part hereim, by the said Reger A. Darr, et ux., by deed dated January 24, 1955, and which deed is to be recorded among the Land Records of Allegany County, Maryland, prior to the recording of this Mortgage. The Deed made unto Roger A. Darr et um,, was recorded among the Land

Records of Allegany County, Maryland, in Liber No. 212, Folio 112. -Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining. provided, that if the said. parties of the first part -their heirs, executors, administrators or assigns, do and shall pay to the said parties of the second part, their -executor , administrator or assigns, the aforesaid sum of Twenty Seven Hundred and Twenty Two Dollars and Fifty Seven Cents (\$2,722.57) together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their ------- part to be performed, then this mortgage shall be void. And it is Agreed that until default be made in the premises, the said____ parties of the first part -may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said____ parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the in-

UBER 309 MUE 512

terest thereon, in whole or in part, or in any agreement, covenant or condition of this mortes then the entire mortgage debt intended to be hereby secured shall at once become due and payable and these presents are hereby declared to be made in trust, and the said parties of the second part, their -Horace P. Whitworth Jr. heirs, executors, administrators and assigns, or_ his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs-or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising. from such sale to apply first to the payment of all expenses-incident to such sale, including alltaxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first In case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their ---- representatives, heirs or assigns. Hnd the said parties of the first part further covenant to Insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or their assigns, the improvements on the hereby mortgaged land to the amount of at least THIRTY EIGHT HUNDRED & .00/100and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, s, their heirs or assigns, to the extent to inure to the benefit of the mortgagee ... their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee , or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt... THITTESS, the hand and seal of said mortgagor [SEAL] [SEAL] Plate of Maryland, Allegany County, to-wit: I hereby certify, That on this Breaty Fourth day of Jamery in the year nineteen Hundred and Fifty Five _______ before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Harry A. Kidwell and Anna Mae Kidwell, his wife, and Harry C. Kidwell, and Anna Hary Kidwell, his wife, and have acknowledged the aforegoing mortgage to be their woluntary act and deed; and at the same time before me also personally appeared. . Bonald P. Whitworth and Anna Lee Whitworth, his wife, the within named mortgages, and made eath in due form of law, that the consideration in said mortgage is true and bona fide as therein set for forth. ... WITNESS my hand and Notarial Seal the day and year aforesaid.

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| FILED AND RECURDED JANUARY 26" 1955 at 12:30 P.M. |
| This Murigage, Made this Tventy Fourth day of January |
| |
| in the year Nineteen Hundred and Fifty Five |
| Harry A. Kidwell and Anna Mae Kidwell, his wife, and Harry C. Kidwell, and Anna Mary Kidwell, his wife, all |
| of Allegany County, in the State of Maryland |
| part 108 of the first part, and Roger A. Darr and Vitalis b. Darr, his wife, |
| |
| |
| of Allemny County, in the State of Maryland |
| part ins of the second part, WITNESSETH: |
| DUDCECRS, the said parties of the first part are indebted unto the said parties of the second part for money borrowed in the amount of ONE THOUSAND SEVENTY SEVEN DOLLARS AND FORTY THREE CENTS (\$1,077.43), as evidenced by the Premissory Note of the said parties of the first part herein dated of even date herewith make payable unto the order of the said parties of the second part herein IN the amount of ONE THOUSAND SEVENTY SEVEN DOLLARS ANDFORTY THREE CENTS (\$1,077.43), ON DEMAND, and with interest at the rate of Six Percent (6%) per Annum, and WIEREAS, the said parties of the first part have agreed to execute this Second Nortgage as security for the aforesaid property lean, and have further agreed to pay in the reduction thereof at least the own of Twenty Bollars each month and interest, and WHEREAS, THE SAID Money herein borrowed is for the purchase price of the hereinafter described real estate and therefore this is known as a Purchase Honey Mortgage. |
| |
| How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity there- |
| of, together with the interest thereon, the said parties of the first part: |
| The contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract o |
| do give, grant, bargain and sell, convey, release and confirm unto the said |
| parties of the second part, their |

URBR 309 PMGE 514

heirs and assigns, the following property, to-wit:

All of that certain real estate known as Let Number Tem (10) in Section
"H" in Greene's Highland Park Addition to the Team of Westerspert, Maryland,
which is the same property as described in that certain deed made unto Reger A.
Barr et ux., by Katherine J. Harr, Widow, dated October 29th, 1946, and recorded
among the Land Records of Allegany County, Maryland, in Liber No. 212, Folio 112,
and being also the same property as conveyed unto the said parties of the first
part herein by the said Reger A. Darr et ux., by deed dated January 24th, 1955,
and which deed is to be recorded among the Land Records of Allegany County,
Maryland, prior to the recording of this Mortgage

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining. Drovided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said parties of the second part, their ---executor , administrator or assigns, the aforesaid sum of One Thousand Seventy Seven Dollars and Forty Three Cents (\$1,077.43) together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on... part to be performed, then this mortgage shall be void. End it is Egreed that until default be made in the premises, the said.... parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said____ parties of the first part hereby covenant to pay when legally demandable. But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said. parties of the second part, their -Herace P. Whitworth Jr. heirs, executors, administrators and assigns, or... his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty. days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor a, their representatives, heirs or assigns. Bno the said___ parties of the first part insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or their assigns, the improvements on the hereby mortgaged land to the amount of at least THIRTY EXCHT HUNDRED & .00/100-



| therefor to be so framed or endorsed, as in case of fires, s, their ———————————————————————————————————— |
|-------------------------------------------------------------------------------------------------------------------------------------------------|
| ir lien or claim hereunder, and to place such policy or tgagee , or the mortgagee may effect said insurance terest as part of the mortgage debt |
| ir lien or claim hereunder, and to place such policy or tgagee , or the mortgagee may effect said insurance terest as part of the mortgage debt |
| tgagee , or the mortgagee may effect said insurance terest as part of the mortgage debt |
| terest as part of the mortgage debt |
| id mortgagor |
| |
| - 77 |
| |
| Harry A. Kithell [SEAL] |
| Amia Mae Kidwell [SEAL] |
| |
| Harry C. Kidwell (SEAL) |
| Anna Harr Klovelle [SEAL] |
| |
| Five, before me, the subscriber, i, in and for said County, personally appeared idwell, his wife, and Harry C. Kidwell, and |
| egoing mortgage to be their voluntary |
| me also personally appeared |
| r, his wife, |
| ath in due form of law, that the consideration in said |
| set for forth. |
| al the day and year aforesaid. |
| Richard New hitworth |
| Notary Public |
| |

Tentage Neutrongert Put USER 309 MCE 516

PURCHASE MONEY AND ASCORDED JANUARY 26" 1955 at 12:20 P.M.

This murinus, made this 240 — day of January . in the year Nineteen Hundred and fifty five , by and between Raymond R. Beckner, Veronice W. Backner, his wife; Harry T. Beckner and Mellie E. Beckner, his wife,

all of Westernport, Allegeny County, Maryland,

expression shall include their heirs, personal representatives, successors and assigns where the context so admits or requires, of Allegany County, State of Maryland, partices the first part and THE CITIZENS NATIONAL BANK OF WESTERNPORT, MARYLAND, a corporation, organized under the National Banking Laws of the United States, hereinafter called Mortgagee, which expression shall include its successors and assigns, of Allegany County, State of Maryland, party of the second part, witnesseth:

AND WHEREAS, it is agreed that the Mortgagors shall pay in reduction of the said note, until demand is made for the payment of the full amount due thereon, the sum of at least \$ 75.00 each month. The said monthly payments to be applied first, to the payment of accrued interest, and

monthly payments thereon in the meantime, and notwithstanding no previous demands for payment thereof have been made by said Mortgague, its successors or assigns.

NOW THEREFORE, in consideration of the premises and of the sum of one dollar in hand paid, the said Mortgagors do hereby bargain and sell, release, convey and confirm unto the said Mortgagee, its successors and assigns, the following property, to wit:

First-All that lot of ground in the town of Westernport, in Allegany County, karyland, known and numbered as lot number fifty-six on the plat of Oak View Addition to said town, and described as beginning at a stake at the intersection of the East side of Howard Street with the South side of Malbaugh Street and running thence sion, with the said south side of Malbaugh Street 40 feet to Lot No. 57 in said Addition, and running back, in a northerly direction, carrying the same width throughout of faurtyfeet, a distance of 100 feet. Being the same lot of ground which was conveyed unto Raymond R. Beckmer and Veronics W. Beckmer his wife by deed of January 19, 1955, which deed is to be recorded among the land records of Allegany County, Maryland prior to the recording of this deed. SECOND, All that certain real estate situated in the town of Westernport, in Allegany County, Maryland, known as Lots numbers sixty-five and sixty-six on the plat of Oak View Addition to Westernport. The same making a plat or parcel of land fronting on Kalbaugh Street, and being the same property which was conveyed unto Harry T. Beckmer and Wellie B. Beckmer, husband and wife, by deed from Howard C. Dixon, dated November 2, 1944 and recorded in Liber No. 202 Folio 148 of the land recorded a reference is hereby made for a more definite and particular description of the property hereby mortgaged.

AND WHEREAS this moregage shall also secure advances as provided by Chapter 323 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto, and any other future advances, so far as legally permissable.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED that if the said Mortgagor s shall pay to the said Mortgagoe the aforesaid debt, evidenced by said promissory note or any renewal of the same or of part thereof which might hereafter be executed and in the meantime shall perform all the covenants herin on the 1 rpart to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said Mortgagor may occupy the aforesaid property, upon paying, in the meantime, all taxes, assessments, public dues and charges levied or to be levied thereon; all of which as also said mortgage debt and the interest thereon, the said Mortgagorn hereby covenant to pay when legally demandable.

BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall at once become due and payable, and at any time thereafter either the said Mortgagee or Horace P. Whitworth, its duly constituted attorney or agent, is hereby authorised



LIBER 309 PAGE 517

thereof. Said property shall be sold for cash after giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Allegany County, Maryland in then sold, said property may be sold afterwards either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling.

The proceeds arising from such sale shall be applied: first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party making said sale; secondly, to the payment of all monies due and payable under this mortgage including interest on the mortgage debt to the date of ratification of auditor's report; and third, to pay the balance to the said Mortgagor s. In case of advertisement under the above power, but no sale, all expenses and one-half of said commissions, calculated on the amount of the secured debt, shall be paid by the Mortgagor a to the person advertising.

AND the sald Mortgagor a further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee , the improvements on the hereby mortgaged land to an amount of at least eleht thousand

dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of loss, to inure to the benefit of the Mortgagee to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgage and to pay the premium or premiums for said insurance when due.

WITNESS the hand and scal of said Mortgagors

Attest:

X Carmend Seckner (SEAL)

*Veronica W. Beckner (SEAL)

Herry Beckner (SEAL)

2

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

WITNESS my hand and Notarial Seal the day and year last above written.

Pichard Wuft Notary Public C

Feb 1 5 mangewetty 309 MC 518



| FILED AND MECORDED JANUARY 26"1955 at 10:00A.M. | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| This Mortgage, Made this 15h day of January | 35 5 3 |
| in the year Nineteen Hundred and Fifty-five, by and between | 是要 |
| Joseph F. Habeeb and Nettie S. Habeeb, his wife, | 151 OF 152 |
| | 5 5 |
| Mawyland | V of Table |
| of Allegany County, in the State of Maryland | |
| part ies of the first part, and Frances R. Sheehe | DECORDATION I |
| | 55° 5 |
| | P Co Hope |
| of Allegany County, in the State of Maryland | |
| part_Yof the second part, WITNESSETH: | Digramma IA |
| parting of the second party was also second party was also second party was also second party was also second party was also second party was also second party was also second party was also second party was also second party was also second party was also second party was also second party was also second party was also second party was also second party was also second party was also second party was also second party was also second party was also second party was also second party was also second party was also second party was also second party was also second party was also second party was also second party was also second party was also second party was also second party was also second party was also second party was also second party was also second party was also second party was also second party was also second party was also second party was also second party was also second party was also second party was also second party was also second party was also second party was also second party was also second party was also second party was also second party was also second party was also second party was also second party was also second party was also second party was also second party was also second party was also second party was also second party was also second party was also second party was also second party was also second party was also second party was also second party was also second party was also second party was also second party was also second party was also second party was also second party was also second party was also second party was also second party was also second party was also second party was also second party was also second party was also second party was also second party was also second party was also second party was also second party was also second party was also second party was also second party was also second party was also second party was also second party was also second party was also second party was also second party was also second party was also second | \$2 to \$22 |
| Wilbereas, the Parties of the First Part are justly and bona fidely indebted unto the Party of the Second Part in the full and just sum of Twelve Thousand Five Hundred Ninety-four and 84/100 Dollars and which said principal sum or any balance thereof shall bear interest at the rate of six per cent (6%) per annum, and which said interest shall be payable quarterly, the first of which said quarterly payments shall become due and payable three months from the date hereof and each three months thereafter on the same monthly date; and the principal shall be payable at any time that demand shall be made, said demand to be made byregistered mail addressed to the Parties of the First Part, Westernport, Maryland, and to be payable thirty days after the date of said demand, with the right reserved unto the Parties of the First Part to pay any or all of said principal sum and interest at any time prior to its maturity. | an da a |
| How Therefore, in consideration of the premises, and of the sum of one dollar in hand | |

paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said.

Joseph F. Habeeb and Nettie S. Habeeb, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said Frances R. Sheehe, her

heirs and assigns, the following property, to-wit:

ALL that certain real estate lying and being at the corner of Main Street and River Road, in the Town of Westernport, Allegany County, Maryland, and particularly described as beginning for the same on the northerly side of the River Road, now called Church Street at a point distant South 20 degrees 51 minutes East 36.1 feet from the southeasterly corner of the 2-story brick building known as the J. H. C. Getty House, situate on the property hereby conveyed; and running thence with the northerly side of the said River Road or Church Street; North 57 degrees 24 minutes West 29.4 feet; thence North 48 degrees 30 minutes West 68 feet to the easterly side of Main Street; and with it, North 24 degrees 10 minutes East 72.5 feet to the southerly side of an alley and with it, South 65 degrees 50 minutes East 94 feet to intersect a line drawn North 24 degrees 10 minutes East from the place of beginning; and thence reversing said intersecting line (parallel with Main Street), South 24 degrees 10



minutes East 97.1 feet to the beginning. Being the said property which was conveyed unto George Habeeb by deed from John H. Getty, Trustee, dated September 1, 1921, and of record in Liber No. 143, folio 551, of the Land Records of Allegany County, Maryland, to which said deed so recorded and the plat attached thereto, reference is hereby made for a more definite and particular description of the said property.

EXCEPTING, HOWEVER, THEREFROM, that small triangular piece of ground containing 72.8 feet, more or less, which was conveyed by George habeeb, et ux, to M. A. Getty by deed of May 31, 1923, and recorded in Liber No. 143, folio 557, of the Land hecords of Allegany County Maryland, AND ALSO EXCEPTING that strip of land 16.5 feet wide running throughout and along the northerly boundary of the said lands of the Parties of the First Part as was conveyed by them to The Citizens National Bank of Westernport, Maryland, by deed of December, 30, 1954, and which deed is to be recorded among the Land Records of Allegany County, Maryland, prior to the recording of this mortgage, and to which deed so recorded a reference is hereby made for a more definite and particular description of the property hereby excepted.

THE AFORESAID PROPERTY is the same property which was conveyed unto George Habeeb by a confirmatory deed of John F. Getty, Trustee, dated the 1st day of September, 1921, and which deed is recorded in Liber 143, folio 551, of the Land Records of Allegany County; a one-third interest in said property descending unto the said Joseph F. Habeeb, son of George Habeeb upon the death of the said George Habeeb; a one-third interest having descended unto Victoria Habeeb; widow of George Habeeb and which interest was conveyed by deed dated the 20th day of September, 1945, by said Victoria Habeeb unto Joseph F. Habeeb and said deed being recorded in Liber 206, folio 502, of said Land Records; and a one-third interest having descended unto Barbara Agnes Habeeb, daughter of George Habeeb, who subsequently, on the 3rd day of January, 1946, conveyed her interest in said property unto Joseph F. Habeeb and said deed is recorded in Liber 206, folio 602, of said Land Records; a specific reference to all the aforesaid deeds is hereby made for a full and more particular description of the Lands hereby conveyed by way of mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

| Drovided, that if the said Joseph F. Habeeb and Nettle S. Habeeb, his |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| wife, their heirs, executors, administrators or assigns, do and shall pay to the said |
| Frances R. Sheehe, her |
| executor S, administrator SDr assigns, the aforesaid sum of |
| Twelve Thousand Five Eundred Minety-four and 84/100 Lollars, |
| |
| together with the interest thereon, as and when the same shall become due and payable, and in |
| the meantime do and shall perform all the covenants herein on their part to be |
| performed, then this mortgage shall be void. |
| End it is Egreed that until default be made in the premises, the said |
| Joseph F. Habeeb and Nettie 3. Habeeb, his wife, |
| may hold and possess the aforesaid property, upon paying in |
| the meantime, all taxes, assessments and public liens levied on said property, all which taxes, |
| mortgage debt and interest thereon, the said |
| Joseph F. Habeeb and Nettie S. Habeeb, his wife. |
| hereby covenant to pay when legally demandable. |
| But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, |
| and these presents are hereby declared to be made in trust, and the said |
| Frances R. Sheehe, her |
| heirs, executors, administrators and assigns, or Earl E. Hanges |

his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which saie shall be made in manner following to-wit: By giving at least twentydays' notice of the time, place, manner and terms of saie in some newspaper published in the barbon, Maryland, which said saie shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all: taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of ail moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the baiance, to pay it over to the said Joseph F. Habeeb ... and Nettie S. Habeeb, his wife, their _heirs or assigns, and In case of advertisement under the above power but no saie, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns. And the said Joseph F. Habeeb and Nettie S. Habeeb, his wife. _further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or her assigns, the improvements on the hereby mortgaged land to the amount of at least - Twelve Thousand Five Hundred Ninety-four and 84/160 - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee , her heirs or assigns, to the extent of NOT ZXZXZXZXZXZXZXZXZXXXXXXIII lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee , or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.. Hititess, the handsand scalsof said mortgagors: Eal { Wargs | Nettie S. Habeeb | [SEAL] State of Maryland, Allegany County, to-wit: I hereby certify, That on this 15 day of January in the year nineteen Hundred and Fifty-five _, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Joseph F. Habeeb and Nettie S. Habeeb, his wife, and each acknowledged the aforegoing mortgage to be his and her respective act and deed; and at the same time before me also personally appeared... Frances R. Sheehe, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage julyme and bona fide as therein set for forth. my hand and Notarial Seal the day and year aforesaid. Eal Einen 97

Mitger City

FILED AND RECORDED JANUARY 26" 1955 at 3:20 P.M.

This Mortgage, Made this ____

-25th

day of

in the year nineteen hundred and

fifty-five

, by and between

J. Carl Stouffer and Sarah G. Stouffer, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee, Witnesseth:



Whereas, the said

J. Carl Stouffer and Sarah G. Stouffer, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of Twenty-Seven Hundred Fifty-Five (\$2755.00) - - - - - payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Five (5%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company In Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on March 31, 1955

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

J. Carl Stouffer and Sarah G. Stouffer, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot or parcel of ground situated in the City of Cumberland, Allegany County, Maryland, and known and designated on the Amended Plat of part of Cumberland Heights as Lot No. 10, Block 8, surveyed and subdivided by Leander L. Schaidt, May, 1913, which plat is recorded among the Land Records of Allegany County, Maryland, in Plat Case No. 7 the aforesaid lot and parcel of ground being more particularly described as follows, to-wit:

All that lot or parcel of ground known and designated on the aforesaid Plat of Cumberland Heights Improvement Company as Lot No. 10, Block No. 8, fronting 35 feet on Hilltop Drive and beginning for the same at a point on the Easterly side of said Drive where the line dividing Lots Nos. 10 and 11 intersect the same and running thence South 53 degrees 26 minutes West along said Easterly side of said Drive, 35 feet to a line dividing Lots Nos. 9 and 10, thence at right angles to said Drive, South 36 degrees 34 minutes East 130 feet, to an alley, thence along said alley, North 53 degrees 26 minutes East 35 feet to a line dividing Lots Nos. 10 and 11, and with it, North 36 degrees 34 minutes West 130 feet to the place of beginning.

Being the same property which was conveyed to the said J. Carl Stouffer and Sarah G. Stouffer, his wife, by deed from John W. Early and Marietta M. Early, his wife, dated March 12, 1946, and recorded in Liber No. 207, folio 507, among the Land Records of Allegany County, Maryland.



TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgages, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgages, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgages, its successors or assigns, the aforesaid sum of Twenty-Seven Hundred Fifty-Five Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvments to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes , its, his or their duly constituted attorney or agent, are hereby authorised and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgages, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgager does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgages, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Twenty-Seven Hundred Fifty-Five (\$2755.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of firs, to inure to the benefit of the mortgages, its successors, or assigns, to the extent of its or their lies or claim hereunder, and to place such policy or policies forthwith in possession of the mortgages, or the mortgages may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.



UBER 309 MGE 523

ATTEST:

J. Carl Stouffer (SEAL

Thomas & Keach

Sarah O. Stouger (SEAL

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 25th day of January,

in the year nineteen

hundred and fifty-five

before me, the subscriber, a Notary Public of the

State of Maryland in and for the county aforesaid, personally appeared

J. Carl Stouffer and Sarah G. Stouffer, his wife,

and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper,

President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper,

did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year written.

Beadsiebert Notary Public

Metger Cely

FILED AND RECORDED JANUARY 26"1955 at 3:20 P.M.

This Mortgage, Made thia

26 24

day of

January in the year nineteen hundred and fifty-five

, by and between

Samuel J. Hutzell and Martha Ellen Hutzell, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee, Witnesseth:



Whereas, the said

Samuel J. Hutzell and Martha Ellen Hutzell, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of
Two Thousand (\$2,000.00) - - - - - Dollars,
payable to the order of the said The Liberty Trust Company, one year after date with interest from

at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on March 31, 1955

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Samuel J. Hutzell and Martha Elien Hutzell, his wife,

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All those lots or parcels of ground known and distinguished as Lots Nos. 444, 445, 446, 447 and 448 of Section A, as shown on the Amended Plat No. 2 of Bowman's Cumberland Valley Addition to Cumberland and described as a whole as follows, to-wit:

HEGINNING at a point on the Easterly side of Lake Avenue at the end of the first line of Lot No. 443 and running with the division line of Lots 443 and 444, South 67 degrees 50 minutes East 150 feet to the Westerly side of the fifteen-foot alley, and with said alley, North 22 degrees 10 minutes East 200 feet, then North 67 degrees 50 minutes West 150 feet to the Easterly side of Lake Avenue, and with it, South 22 degrees 10 minutes West 200 feet to the beginning.

It being the same property which was conveyed unto the said Mortgagors by Earl D. Dietz and wife, by deed dated the 16th day of October, 1945, and recorded in Liber No. 205, folio 551, one of the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgages, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgager, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgages, its successors or assigns, the aforesaid sum of Two Thousand (\$2,000.00) - - - Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgages.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Huhdred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvments to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgager may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgager hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgages as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorised and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or puschasers thereof, his, her or their heirs or assigns; which sale shell be made in



manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Two Thousand (\$2,000,00) - - - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

James M. Losley

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 26 day of

January

in the year nineteen

hundred and fifty-five

before me, the subscriber, a Notary Public of the

State of Maryland in and for the county aforesaid, personally appeared

Samuel J. Hutzell and Martha Ellen Hutzell, his wife,

acknowledged, the foregoing mortgage to be

deed; and at the same time, before me, also personally appeared Charles A. Piper

President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the Charles A. Piper

did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year

James M. Sorley Hotary Public

NOW, THEREFORE, THIS MORTGAGE WITHINSETH:

That for and in consideration of the premises, and of the sun of the (\$1.00) Dellar in hand paid, and in order to secure the prompt payment of the said indedtedness at the naturity thereof, together with the interest thereon, and in order to secure the prompt payment of such future advances, together with the interest thereon, as may be unde by the party of the second part to the parties of the first part prior to the full payment of the aforesaid mertgage indebtedness, and not exceeding in the aggregate the sun of Five Hundred (\$500.00) Bellars, and not to be unde in an amount which would cause the total mertgage indebtedness to exceed the original amount thereof, and to be used for paying of the sects of any repairs, alterations, or improvements to the hereby mertgaged property, the said parties of the first part do hereby give, great, bargain and sell, convey, release and confirm unto the said party of the second part, its successors and assigns, the following property, to vite

ALL that lot or percel of land lying on the West side of South Liberty Street in the City of Comberland, Allegeny County, Maryland, and known as the Law Building property and more particularly described as follows, to wit:

South Liberty Street distant South 29 degrees East 79.5 feet from the intersection of the Mesterly side of South Liberty Street with the Southerly side of South Liberty Street with the Southerly side of Furnishing Street, said point being also at the end of the 6th line

EASTELAR & EASTELAR ATTORNS AT LAD CHARRELARD, MD.



UBER 309 MGE 527

of the deed from the Cumberland Ammount Company to the Chesapeake Theatres Corporation dated May 1st, 1941, and recorded among the Land Records of Allegany County, Maryland, in Liber 189, felio 658, and running thence with the Westerly side of South Liberty Street, South 29 degrees East 23.34 feet; themee South 26 degrees 50 minutes East 16.96 feet; themee South 13 degrees 42 minutes East 12.2 feet to the Northeast corner of the building known as Kelse's Garage; themce with the Northerly walls of said building South 76 degrees 30 minutes West 97.6 feet and thence Worth 50 degrees 4 minutes West 42 feet to a point on the 4th line of the above mentioned deed from the Cumberland Ammsement Company to the Chesapeake Theatres Corporation. and running thence with the 4th, 5th and 6th lines of said deed, said lines being also the face of the walls of the Strend Theatres Building, North 72 degrees 10 minutes East 16.4 feet; thence South 48 degrees 37 minutes East 11 feet; themee North 60 degrees 56 minutes East 92.9 feet to the place of beginning. All bearings refer to the true Meridian and distances are horisontal.

IT MEING the same property conveyed to the said Adolph Hirsch by Charles L. Grosh and B. Pauline Grosh, his wife, by deed dated the 4th day of February 1947, and recorded among the Land Records of Allegany County, Maryland, in Liber 213, folio 480.

TOGETHER with the buildings and improvements thereon, and the rights, reads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said parties of the first part, and mortgagore herein, their heirs, excentors, administrators or assigns, do and shall pay to the said party of the first part, its successors or assigns, the aferesaid sum of Fifteen Thousand (\$15,000.00) Dollars together with the interest thereon, in the manner and at the time as above set forth, and such further advances together with the interest thereon, as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, and in the meantime de and shall perform all the sevenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS ACREED that until default be made in the premises, the said parties of the first part may held and possess the aferesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all of which taxes, mertgage debt and interest thereon, the said parties of the first part hereby sevenant to pay when legally demandable; and it is sevenanted and agreed that in the event the parties of the first part shall not pay all of said taxes, assessments, and public liens as and when the same become due and payable, the second party shall have the full legal right to pay the same, together with all

KAUPPILAR & KAUPPILAR ATTORREUS AT LAD CRMBERLARD, IND.

interest, penalties and legal charges thereon, and collect the same with interest as part of this mertgage debt.

But in case of default being made in payment of the mortgage debt aferesaid, or of the interest thereon, in whele or in part, or in any agreement, occument or condition of this mortgage, them the entire mortgage debt intended to be hereby secured, including such future advances as may be made by the party of the second part to the parties of the first part as hereimbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors or assigns, or Bavid Kanfilmen, its duly constituted attorney or agent, are hereby authorized and espectred, at any time thereafter, to sell the property hereby mertgaged, or so much thereof as may be necessary, and to great and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to wit: By giving at least teenty days' notice of the time, place, memor and terms of sale in some nemepaper published in Allegamy County, Maryland, which said sole shall be at public smotion for each, and the proceeds arising from such sale to apply first, to the

KAUPPILAR & KAUPPILAR ATTORREUS AT LAD CEMBERLARD, MD.

in Allegary County, Maryland, which said sale small so to pasty first, to the for each, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including texes, and a counts-sion of eight per cent to the party solling or making said sale; secondly, to the payment of all maneys ording under this mortgage, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, whether the same shall have been then natural or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above semisations shall be allowed and paid by the merigagor, their representatives, heirs or assigns.

insure forthwith, and pending the existence of this serigage, to keep insured by sees insurence company or companies acceptable to the serigage or its seconsors or analysis, the improvements on the hereby serigaged land to the secons of at least Pifteen Thomas (\$15,000.00) Rellars and to cause the policy or policies issued therefor to be so framed or enterest, as in case of fires, to impute to the benefit of the serigages, its successors or assigns, to the extent of Pifteen Thomas (\$15,000.00) Rellars, its or their lies or claim becomes, and to place such policy or policies forthwith in presention of the serigages, or the serigages my affect said increases and collect the presime thereon with interest as part of the serigage debt.

MITHESS, the hands and scale of said mertgagers.



WITHESS AS TO BOTH: STATE OF MARTLAND, ALLEGANY COUNTY, TO WIT: EAUFTILAR & KAUFTIRAR ATTORREUS AT LAW I HERENT CERTIFI, That on this 26th day of January CUMBERLAND, MO. in the year Himeteen Hundred and Fifty-Five, before me, the subscriber, a Motary Public of the State of Maryland, in and for said County, personally appeared ADOLPH HIRSCH and RUTH B. HIRSCH, his wife, and they acknowledged the aforegoing mortgage to be their respective act and deed; and at the same time before me also personally appeared ALBERT W. TIMDAL, President of The First National Bank of Cumberland, the within named mortgages and made osth in due form of law, that the consideration in said mortgage is true and bens fide as therein set forth. WITHESS my hand and Notarial Seal the day and year aforesaid. En A Legge ety ? to, FILED AND RECORDED JANUARY 27" 1955 at 11:35 A.M. purchase money This Mortgage, Made this 2670 day of January in the year Nineteen Hundred and fifty-flye by and between James G. Mathews and Margaret E. Mathews, his wife, of Allegany County, in the State of Maryland, participant, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Mary-

land, party of the second part, hereinafter called mortgagee.

WITNESSETH:

bereas, the said mortgages has this day loaned to the said mortga -(\$1400.00) - - - - Dollars, Fourteen Hundred & 00/100 - - - which said sum the mortgagors agree to repay in installments with interest thereon from

the date hereof, at the rate of 5th per cent. per annum, in the manner following:

By the payment of Twenty-six & 11/100 - -(\$26.11) - - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgages in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Plow Cherefore, in consideration of the premises, and of the sum of one dollar in har paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereo together with the interest thereon, the said mortgagers do give, grant bargain and sell, converges and confirm unto the said mortgages, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot, piece or parcel of ground situated in Election District No. 5, and lying and being on the northerly side of Walnut Street in the City of Cumberland, Allegany County, Maryland, and being known and designated as Let No. 52 upon the plat of Hook's Addition to Cumberland, as recorded in Liber No. 11, folio 442 of the Land Records of Allegany County, Maryland, and particularly described as follows, (Original magnetic sourses and horizontal distances being used) to-wit:

Beginning for the same at, or near, the beginning of said Lot No. 52, said point being at the intersection of two reference lines, viz; at the end of 50.21 feet on a line drawn South 68 degrees 17 minutes East from the northeast corner of the intersection of Brown's Alley with Walnut Street, and at the end of 4.86 feet on a line drawn South 55 degrees 24 minutes West from the southwest corner of the frame dwelling house erected upon the herein described premises, and running then with Walnut Street

8 68° 32' E 50.00 feet to the division line between Lots No. 52 and 53; then with said division line (sorrected so as to meet eall)

N 200 451 E 127.75 feet to a corner fence post; then with a line of fence

N 68° 30' W 50.00 feet to the division line between Lots No. 51 and No. 52, and with said line (corrected)

8 20° 45' W 127.78 feet to the beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Mary Jeannette Brown et al, of even date, which is intended to be recorded among the Land Records of Allegany

County, Maryland, simultaneously with the resording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgages option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto." securities of the post ber



UBBR 309 PMGE 531

teral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Cogether with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

to bave and to bold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgager * . their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Egreed that until default be made in the premises, the said mortgagor * may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor * hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Anothe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Fourteen Hundred & 00/100 - - - (\$1&00.00) - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Bind the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax recipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee recipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mertgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgage may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor s to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation , other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner. without

the mortgagee's written consent, or should the same be encumbered by the mortgagers, their heirs and personal representatives and assigns, without the mortgager's written consent the the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the aforegoing covenants or conditions for thirty consecutive days.

Hittess, the hand and seal of said mortgagors

Attest: State of Maryland, Allegung County, to-wit: I hereby certify, That on this 26 TH day of JANUAN. in the year nineteen Hundred and Fifty-five a Notary Public of the State of Maryland, in and for said County, personally appeared James G. Mathews and Margaret E. Mathews, his wife, the said mortgagors herein and thay acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee. WINNES my hand and Notarial Seal the day and year aforesaid. Des I Legge day to FILED AND RECORDED JANUARY 27" 1955 at 11:35 A.M. This Morigage, Made this 26 14 day of JENUARY in the



year Nineteen Hundred and fifty -five

of Allegany County, in the State of Maryland, partles of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Thousand & 00/100 - - - - (\$11,000.00) - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from

the date hereof, at the rate of 5 per cent. per annum, in the manner following:

By the payment of Cha Hirdrad Cha & 74/100 -- (\$101.74) -- Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgages, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot, rised or percel of group, type, or held the edit only rice of Eyra Avanua known and depigrates and art of Lot You 17 and whole Lots Nos. 14 and 15, Plock No. 1 in Fort "Ill active to the fitter of Combarters, a rist of which said medition is presented in liber 1, folio 24 one of the Flat Paconda of Alloyany Country, Varyland, which said named is note particularly described as follows, to-wit:

Block Wo. 15, and then with emid second line reverses Forth to describe the No. 15, and the second line of a limited accordance.

Block Wo. 15, and then with emid second line reverses Forth to describe the second line accordance to the second line accordance to the second line accordance to the second line accordance to the second line accordance to the second line accordance to the second line accordance to the second line accordance to the second line accordance to the second line accordance to the second line accordance to the second line accordance to the second line accordance to the second line accordance to the second line accordance to the second line accordance to the second line accordance to the second line accordance to the second line accordance.

Being the same property which was conveyed unto the parties of the first next by deed of Sidney D. Phillips and Clare E. Phillips, his vife, dated June 30, 1944, recorded in Liber No. 200, folio 524, Allegany County Land Records, and being part of the property which was conveyed unto the parties of the first part by deed of The Johnson Featty Corporation dated October 17, 1942, recorded in Liber No. 194, folio 575 Allegany County Land Records.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt







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exceed the original amount hereof provided, the full amount of any such advince is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgages may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgages or wherein the Mortgages is the Beneficiary and which is held by the Mortgages as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

to have and to bold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagers, their, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein

on the inpart to be performed, then this mortgage shall be void.

End it is Egreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorised and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, piace, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the baiance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Enothe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Eleven Thousand & 00/100 - - - (211,000.00) - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Bind the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgages, its successors and assigns all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgages is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax recipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee recipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgage within ninety days after due date all governmental levies that may be made on the mortgage within ninety days after due date all governmental levies that may be made on the mortgage within ninety days after due date all governmental levies that may be made on the mortgage within ninety days after due date all governmental levies that may be made on the mortgage within ninety days after due date all governmental levies that may be made on the mortgage within ninety days after due date all governmental levies that may be made on the mortgage within ninety days after due date all governmental levies that may be made on the mortgage within ninety days after due date all governmental levies that may be made on the mortgage within ninety days after due date all governmental levies that may be made on the mortgage within ninety days after due date all governmental levies that may be made on the mortgage within ninety days after due date all governmental levies that may be made on the mortgage within ninety days after due date all governmental levies that may be made on the mortgage within ninety days after due days after due date all governmental levies that may be made on the mortgage of the mortgage of the mortgage of the mortgage of the mortgage of the mortgage of the mortgage of the mortgage of the mortgage of the mortgage of the mortgage of the mortgage of the mortgage of the mortgage of the mortgage of the mortgage of th



mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation , other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the aforegoing covenants or conditions for thirty consecutive days.

| | thirty days or after default in the performance for thirty consecutive days. | of any of the aforegoing covenants or conditions |
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| | Hitness, the hand and seal of said mo | ortgagors |
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| | Attest: | |
| | Millian Harrian | Olyto S. Sticar [SEAL] Catherine & Sliler [SEAL] |
| | | Clyce S. Silcer |
| | | Catherine & Aliles [SEAL] |
| | | 0.01119 |
| | CALA COM I S | |
| | State of Maryland, | |
| | Allegany County, to-wit: | · |
| | | |
| | I hereby certify, That on this. | 26 th day of JANUARY |
| , | in the year nineteen Hundred and Fifty - five | , before me, the subscriber, |
| | a Notary Public of the State of Maryland, in an | |
| | Clyde S. Slider and Cathe | erine E. Slider, his wife, |
| | | , |
| | and deed; and at the same time before me also pe
agent for the within named mortgagee and made
in each mortgage is true and bona fide as therein | viedged the aforegoing mortgage to be their act ersonally appeared George W. Legge, Attorney and oath in due form of law, that the consideration in set forth, and did further make oath in due form this affidavit as agent for the said mortgagee. |
| | 113 ARY | |
| | WITNESS my hand and Notarial Seal the | day and year aforesaid. |
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USER 309 MGE 536 Integer City TLED AND RECURBED JANUARY 29" 1955 at 9:20 A.M. PURCHASE MONEY This Morigage, Made this 28th day of January, in the year nineteen hundred and fifty-five GROVER E, MARTIN and CAROLINE M, MARTIN, his wife, of Allegany County and the State of Maryland, parties of the first part and the Western Maryland Building and Loan Association, Incorporated, a corporation duly incorporated under the Laws of the State of Maryland, party of the second part, WITNESSETH: WHEREAS, the said parties of the first part, being members of the said Western Maryland Building and Loan Association, Incorporated, have received therefrom an advance loan of - TWENTY-NINE HUNDRED and 00/100 - - - - - - - - -- Twenty-nine - - - Shares of stock, upon the condition that a good and effectual mortgage be executed by the said parties of the first part to the said Body Corporate, to secure the payment of the sums of money at the times and in the manner hereinafter mentioned, and the performance of and compliance with the covenants, conditions and agreements herein mentioned, on the part of the said parties of the first part. AND WHEREAS, this mortgage shall also secure future advances as provided by section 2 of Article 66 of the Annotated Code of Maryland (1989 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto. NOW THEREFORE THIS MORTGAGE WITNESSETH: That in consideration of the premises and the sum of \$1.00 (One Dollar) the said parties of the first part do hereby grant, bargain and sell and convey unto the said Western Maryland Building and Loan Association, Incorporated, its successors or assigns all that lot or parcel of land lying in the City of Cumberland, Allegany County and the State of Maryland and more particularly described as follows: ALL that lot or parcel of ground in Allegany County, Maryland, beginning for the same on the East side of Independence Street (formerly known as Knobley Street) in the City of Cumberland at the end of the first line of the lot or parcel of ground conveyed to Samuel Mets by deed dated the 28th day of July, 1894, and running thence with said street North three and one-quarter degrees, West thirtyone and nne-half feet; thence North seventy and three-quarters degrees East one hundred and forty-three and one-half feet; thence South twenty-eight degrees and twenty-two minutes and East twenty-eight and one-half feet to the end of the second line of the said lot conveyed to said Mets; thence reversing the said second line North seventy degrees West one hundred and fifty-five and six-tenths feet to the beginning. IT being the same property which was conveyed by William R. Carscaden, Administrator, et al, to Grover E. Martin et ux by deed dated January 28, 1955, and to be recorded among the Land Records of Allegany County, Maryland, prior to the recordation of this mortgage which is given to secure part of the purchase price of the property therein described and conveyed. TOGETHER with the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining. TO HAVE AND TO HOLD the said property unto the said Western Maryland Building and Loan Association, Incorporated, its successors and assigns, forever in fee simple. PROVIDED HOWEVER that if the said part ies of the first part make , or cause to be made the payments, and perform and comply with the covenants, conditions and agreements herein mentioned on their part to be made and done, then this mortgage shall be void. And the said part ies of the first part hereby covenant and agree with the said Western Maryland Building and Loan Association, Incorporated, its successors or assigns, to pay and perform as follows: that is to say: FIRST: To pay to the said Corporation, its successors or assigns, the principal sum of - - - Twenty-nine Hundred and 00/100 - - - - - Dollars with giv per cent interest thereon, payable in 96 monthly payments of not less than \$38.14 on or before the 28th day of each month hereafter until the whole of the said principal debt and interest and any future advances as aforesaid are paid, the first monthly payment to be due on the 28th February, 1955s at the office of the said Western Maryland Building and Loan Association, Incorporated. The final payment, if not momer paid, to be due on the 28th day of January, 19 63. It is understood and agreed that the parties of the first part have the right to pay, in addition to the aforementioned monthly payments, the principal sum then doe hereunder or any part thereof, in an amount equal to one or more monthly payments.

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SECOND: To pay all taxes due and assessments legally levied on the said property, which have n or may be hereafter levied or charged on said property, when and as the same shall become payable and in default of such payment the said mortgagee may pay the same and charge such sum or sums against said mortgage debt as part thereof.

THIRD: And the said parties of the first part do further convenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Twenty-nine Hundred - - - -And to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to

inure the benefit of the mortgagee, its successors or assigns, to the extent of its claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect

said insurance and collect the premiums thereon with interest as part of the mortgage debt.

PROVIDED that if default shall be made by the said parties of the first part or by any one who may assume the payment of this mortgage, of the payments of the aforesaid sums of money, including any future advances or either of them, in whole or in part, or in any one of the agreements, covenants or conditions of this mortgage, then and in that event, the whole mortgage debt and interest hereby intended to be secured shall be deemed due and demandable and it shall be lawful for the said Western Maryland Bullding and Loan Association, Incorporated, its assigns, or

William R. Caracaden. its, or their duly constituted attorney, to sell the property hereby mortgaged, for cash and to grant and convey the same to the purchaser or the purchaser ers thereof, or to his, her or their assigns, which sale shall be made in the manner following, to wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in the City of Cumberland, Maryland, and In the event of a sale of sald property under the powers thereby granted, the proceeds arising from said sale shall be applied:

FIRST: To the payment of all expenses incident to such sale, including taxes, and commission of eight (8%) percent to the party selling or making such sale; in case the said property is advertised under the power herein contained and no sale thereof made, that, in that event, the party so advertising shall be paid all expenses incurred and one-half of the said commission.

SECOND: To the payment of all claims and demands of said Mortgagee, its successors or assigns hereunder, whether the same shall have been matured or not and the balance, if any, to be paid to the said the parties of the first part as their interest may appear.

WITNESS the hands and seals of the said part ies of the first part hereto, the day and year hereinbefore written.

Test:

State of Maryiand,

Aliegany County, to wit:

I hereby certify that, on this 28th day of January before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared Grover E. Martin and Caroline M. Martin, his wife, they acknowledged the aforegoing mortgage to be their act; and at the same time,

before me, also personally appeared Clement C. May

an agent of the within named mortgagee, and made oath in due form of law that the consideration mentioned in the aforegoing mortgage is true and bona fide as therein set forth: and the said

Clement C. May did further in like manner, make oath that he is the Secretary and agent of the said mortgagee and duly authorized by it to make this affidavit.

In witness whereas, I have hereunto set my hand and affixed my Notarial Seal this 28th day of January

Patty ann Danie Notary Public

FILED AND RECORDED JANUARY 28" 1955 at 10:00A.M.

This Mortgage, Made this 27th

day of January

in the year Nineteen Hundred and Fifty-five

, by and between

The Schriver Company, a corporation duly incorporated under the Laws of the State of Maryland

of Allegany County, in

County, in the State of Maryland

SHEET THE CHEETER'S FOR SHOOTINGS

part J of the first part, and CUMBERLAND SAVINGS BANK of Cumberland, Maryland, a corporation duly incorporated under the Laws of the State of Maryland, with its principal place of business in Cumberland, Allegany County, Maryland, party of the second part, WITNESSETH:

Unbereas, the said The Schriver Company

no/100====== Dollars (\$ 100.00 ____) per month plus interest; the first of said monthly payments being due one month from the date of these presents and each and every month there-

payments being due one month from the date of these presents and each and every month thereafter until the whole principal, together with the interest accured thereon, is paid in full, to secure
which said principal, together with the interest accuring thereon, these presents are made.

End Cubercas, this mortgage shall also secure future advances as accuring the Section

Bnd Eubercas, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Flow Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said The Schriver Company

do es give, grant, bargain and sell, convey, release and confirm unto the said CUMBER-LAND SAVINGS BANK of Cumberland, Maryland, its successors or assigns, the following property, to-wit:

All that lot or parcel of ground located on Frederick Street, in the City of Cumberland, Maryland, and more particularly described as follows, to wit:

BEGINNING for the same at the end of the first line of a lot of ground conveyed to William E. Walsh by Charles B. Isaacs and others, by deed dated March 4, 1903, and recorded in Liber No. 92, folio 413, of the Land Records of Allegany County, and running thence with the West side of Frederick Street, North 22 degrees East 30 feet, then North 67g degrees East 83 feet, then South 22 degrees West 30 feet to the end of the second line of the Walsh deed, then with said second line reversed, South 67g degrees East 83 feet to the place of beginning.

Company by Mack Nestor and Nadine C. Nestor, his wife, by deed dated the 29th day of September, 1938, and recorded in Liber 176, folio 32, one of the Land Records of Allegany County, Maryland, which said deed incorrectly referred to the Mortgagor herein as The Schriver Company, Incorporated.

Cogether with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said The Schriver Company, its successors

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LIBER 309 PAGE 539

The Schriver Company

| the meantime, all taxes, assessments and | public liens levied on said property, all which taxes, |
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| mortgage debt and interest thereon, the s | ald The Schriver Company . |
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be hereby secured shall at once become due and payable,
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| ime thereafter, to sell the property herel
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lays' notice of the time, place, manner an
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axes levied, and a commission of eight p | or agent, are hereby authorized and empowered, at any by mortgaged or so much therof as may be necessary, purchaser or purchasers thereof, his, her or their heirs manner following to-wit: By giving at least twenty d terms of sale in some newspaper published in Cumber at public auction for cash, and the proceeds arising tent of all expenses incident to such sale, including all er cent to the party selling or making said sale; secondly, or this mortgage, whether the same shall have been then |
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| its successors | or assigns, and |
| a case of advertisement under the above | power but no sale, one-half of the above commission |
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seic lien or claim hereunder, and to place | therefor to be so framed or endorsed, as in case of fires, see , its successors or assigns, to the extent of its or e such policy or policies forthwith in possession of the t said insurance and collect the premiums thereon with |
| terest as part of the mortgage debt. IN WITNESS WHEREOF The Signed by its President, as | Schriver Company has caused these presents to ad has caused its corporate seal to be hereto the materials affixed attested by the signature |
| its Secretary, this 27th di | ay of January , 1955. |
| ttest: | THE SOHRIVER COMPANY |
| Haddin Westernye | Soseph A. Schriver [SEAD]. |
| \$ | [SEAL] |
| 12/ | [SEAL] |
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| I hereby certify. That on t | this 27th | day of | January |
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| the year Nineteen Hundred and Fifty -1 | | hefor | e me, the subscribe |
| Notary Public of the State of Maryland, i | | | |
| A LANDY OF LANDY OF LANDY | | 7.11 | |
| Joseph A. Schriver, Preside | ent of The Sch | river Com | pany |
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| ndacknowledged the aforeg | oing mortgage to be | the act | and deed of T |
| chriver Company
xxxxxxxx; and at the same time before n | me elso nerronelly e | nnoened W | arous A. Naug |
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| nd, Maryland. | of the CUMBERLAN | ND SAVINGS | BANK, of Cumber |
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PURCHASE MONEY | | | |
| PURCHASE MONEY This Murigage, Made this. | 28 th day | | |
| PURCHASE MONEY This Murigage, Made this. | 28 th day | | |
| PILED AND RECORDED JA PURCHASE MONEY This Murigage, Made this the year Nineteen Hundred and fifty. | ZP L day | of January | , by and between |
| PURCHASE MONEY This Murigage, Made this. | ZP L day | of January | , by and between |
| PILED AND RECORDED JA PURCHASE MONEY This Murigage, Made this the year Nineteen Hundred and fifty. | ZP L day | of January | , by and between |
| PURCHASE MONEY THIS MITTIBUTE, Made this the year Nineteen Hundred and fifty- | ZP L day | of January | by and between |



Frosthurg, Allegany County, in the State of Maryland,

part y of the second part, WITNESSETH:

having its principal office in

Whereus, the said parties of the first part are justly indebted unto the said Frostburg National Bank, its successors and assigns, in the full and just sum of

with interest from date at the rate of four and one-half per centum (4-1/2%) per annum on the unpaid principal until paid, said principal and interest being payable at the Frostburg National Bank, Frostburg, Maryland, in 180 monthly installments of \$68.85, payable on the 28 th day of each and every month after the date hereof until the principal and interest aforesaid are fully paid, as evidenced by the joint and several promissory note of the parties of the first part payable to the order of the party of the second part of even date and tenor herewith, which said indebtedness, together with the interest as aforesaid, the said parties of the first part hereby covenant to pay to the said party of the second part, its successors and assigns, as and when the same is due and payable. The parties of the first part shall have the privilege of paying off this indebtedness, together with interest as aforesaid to the date of said payment, at any time.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Nom Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said part ies. of the first part do give, grant, bargain and sell, convey, release and confirm unto the said part y of the second part, its successors are successors, the following property, to-wit:

ALL that lot, piece or parcel of ground lying in Frostburg, Allegany County, Maryland, and known as Lot No. 11 of Block 9 of Frost Heirs Addition, a plat of which addition is recorded in Deeds Liber 41, folio 700 among the Land Records of Allegany County, Maryland, and which said property is more particularly described as follows, to wit:

BEGINNING for the same at a stake standing on the easterly side of College Avenue (formerly known as Loo Street) at a point where the division line between Lots 10 and 11 intersect the same; thence with said side of said College Avenue South 39 degrees East 60 feet; thence North 51 degrees East 160 feet to Second Alley; thence with said Second Alley North 39 degrees West 60 feet to the aforementioned division line between Lots 10 and 11 of said Block 9; thence with said division line South 51 degrees West 160 feet to the place of beginning.

IT being the same property which was conveyed by Dale H. Arner et ux to Joseph Egan Kenney et ux by deed dated as of even date herewith and to be recorded among the Land Records of Allegany County, Maryland, prior to the recordation of this mortgage which is given to secure part of the purchase price of the property therein described and conveyed.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

| Provided, that if t | he said parties of the first part, their heirs, executors, administra- |
|---------------------------------|------------------------------------------------------------------------|
| tors or assigns, do and shall | pay to the said part_Yof the second part_, its successors |
| emerators expandenia introduces | or assigns, the aforesaid sum of |

And it is Agreed that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become MER 309 MG 542

due and payable, and these presents are hereby declared to be made in trust, and the said part x of the second part . its successors COBEY, CARSCADEN and GILCHRIST __ its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the preperty hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in By giving at least twenty days' notice of the time, place, manner manner following to-wit: and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such saie to apply first to the payment of ali expenses incident to such saie, including ali taxes levied, and a commission of eight per cent, to the party selling or making said saie; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part . their heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor a, their representatives, heirs or assigns. And the said part iss of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its/ assigns, the improvements on the hereby mortgaged land to the amount of at least Nine Thousand and 00/100 - - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee . its successors assigns, to the extent of.... ita lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt. THITTES, the hands and seal a of said mortgagor s. Witness: Plate of Maryland. Allegany County, to-wit: I hereby certify, That on this 28 th day of January before me, the subscriber in the year nineteen hundred and fifty-five a Notary Public of the State of Maryland, in and for said County, personally appeared Joseph Egan Kenney and Anne Catherine Kenney, his wife, and they acknowledged the aforegoing mortgage to be their respective act and deed; and at the same time before me also personally appeared F. Earl Kreitzburg. Cashier of the Frostburg National Bank, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and the said F. Earl Kreitsburg further made oath that he is the Cashier and agent of the within named mortgagee and duly authorized by it to make this affidavit. WITNESS my hand and Notarial Seal the day and year aforesaid.



Markedy 8 72 Ctgar Franklung Tha

FILED AND ASCORDED FLERWARY 1" 1955 at 8:30 A.A.

| | r Nineteen Hundred and fifty-five, by and between |
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| | C. GORDON TAYLOR, COMMITTEE OF ANNA L. WILLISON, |
| | C. GORDON TRILOR, COMMITTEE OF MINK E. WILLIAM |
| | |
| of | Allegany County, in the State of Maryland, |
| | |
| corpora | of the first part, and FROSTBURG NATIONAL BANK, a national banking tion duly incorporated under the laws of the United States of America, principal office in |
| ak Fro | thurg, Allegany County, in the State of Maryland, |
| | SOMA SY CONTRACTOR AND AND AND AND AND AND AND AND AND AND |
| party. | of the second part, WITNESSETH: |
| | hereus, the said party of the first part is justly indebted unto the said the second part, its successors and assigns, in the full sum of |
| TWENT | Y-FIVE HUNDRED 00/100 DOLLARS (\$2500 |
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Article (| of six per centum (6%) per annum, payable quarterly, as evidenced by and several promissory note of the party of the first part payable to the the party of the second part, of even date and tenor herewith, which ebtedness, together with interest as aforesaid, the said party of the first eby covenants to pay to the said party of the second part, its successors igns, as and when the same is due and payable. WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of 6 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with ints, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto. |
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And it is Agreed that until default be made in the premises, the said party_ first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said party of the first part hereby coverants to pay when legally demandable. But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said part y of the second part, its successors COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in By giving at least twenty days' notice of the time, place, manner manner following to-wit: and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over of the first part , his successors hates or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, his successors sepresonistics designs assigns. And the said part y of the first part further covenant s to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies successors or acceptable to the mortgagee or its/ assigns, the improvements on the hereby mortgaged land to the amount of at least Twenty-five Hundred and 00/100 - - - - - - - - Dollars. and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee , its successors assigns, to the extent of_ lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

EITHPSS. the hand and seal of said mortgagor.

Witness: GORDON TAYLOR, Committee of State of Maryland. Allegany County, to-mit: I hereby certify, That on this 26 th day of January in the year nineteen hundred and fifty-five a Notary Public of the State of Maryland, in and for said County, personally appeared C. Gordon Taylor, Committee of Anna L. Willison, and he acknowledged the aforegoing mortgage to be. act and deed; and at the same time before me also personally appeared F. Earl Kraitsh Cashier of the Frostburg National Bank, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bons fide as therein set forth, and further made outh that he is the cashing of said Bank and duly authorised by it to make this affidavit. S my hand and Notarial Seal the day and year aforesaid. Johnie L. Retherner Publi



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Filed AND RECORDED PERMIANY 18 1955 of 0.50 a







This Mortgage, Made this -

- 3/sr

day of

January

in the year nineteen hundred and

fifty-five

, by and between

Annie Scott Dixon and Harold W. Dixon, her husband, and Ida May Twigg, wildow of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee,

Witnesseth:

Whereas, the said

Annie Scott Dixon and Harold W. Dixon, her husband and Ida May Twig . widow.

stand indebted unto the said The Liberty Trust Company in the just and full sum of Forty-Five Hundred (\$4500.00) - - - - - - - - - - - - Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on March 31, 1955

NOW. THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Annie Scott Dixon and Harold W. Dixon, her husband and Ida May Twigg, widow.

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All those tracts or parcels of land lying on Town Creek in Allegany County, Maryland which are called and known by the name of Mt. Airy Resurveyed. Sally's Chance, Isaac and Nelly. being a resurvey on Peatherstones Choice, Hoy Bottom and Creek Hill, or by whatever names they may be known, which are particularly described in a deed from Levi Brant and wife to Edmund Wilson dated the 8th day of May, 1861, and recorded in Liber No. 19, folio 585, one of the Land Records of Allegany County. Miryland, and being the same tracts or parts of tracts of land which were conveyed to Deborah Wigfield by John W. Carder by deed dated the 29th day of December, 1898, and recorded among the Land Records of Allegany County in Liber No. 85, folio 105; they being also the same tracts or parts of tracts of land which were conveyed to the said John W. Carder by J. W. S. Cochrane and J. E. Macbeth, Trustees. by deed dated the 24th day of March 1896 and recorded in Liber No. 78, folio 544, one of the Land Records of Allegany County, Maryland; and being also the same property conveyed to Clyde M. James by F. Brooke Whiling. et al. Trustees by deed dated December 3, 1923, and recorded in Liber No. 145. folio 248, one of the Land Records of Allegany County. Maryland; and being also the same property conveyed to Henry R. Neumann and John A. Rice and Edward H. Hartung by deed from Clyde M. James dated the 4th day of December, 1923, and recorded in Liber No. 145, folio 250, one of the Land Records of Allegany County, Maryland. Reference is hereby especially made to the above conveyances for a more particular description of said property, being also the same property which was conveyed to George Reuschel and Frances C. Reuschel, his wife, by deed

from Margaret Neumann, widow, and others, dated December 7, 1912, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 195, folio 9.

It being also the same property which was conveyed unto Annie Scott Dixon by George Reuschel and wife, by deed dated May 25, 1950, and recorded in Liber No. 229, folio 232, one of the Land Records of Allegan County.

ALSO: All that tract or parcel of land situated in Election Distric No. 2, in Allegany County, Maryland, which is more particularly described as follows, to-wit:

BEGINNING for the same at a bounded sugar tree standing at the end of the third line of a tract of land called "Dill's Farm" and running thence, North 82½ degrees East 35 perches; South 80½ degrees East 18 perches, North 40-3/4 degrees East 23½ perches, South 65½ degrees East 16-3/4 perches; South 71½ degrees East 80 perches, North 58½ degrees East 44 perches; South 73½ degrees East 70 perches, South 2½ degrees West 7-3/4 perches, South 64-2/3 degrees East 19½ perches; North 47-1/degrees East 40 perches, North 34-1/3 degrees East 80 perches; North 64-2/3 degrees West 12-3/4 perches; North 23½ degrees East 18 perches, North 52 degrees West 28-2/5 perches, North 71-3/4 degrees West 54 perches, North 58½ degrees West 36 perches, North 29-3/4 degrees West 37-1/5 perches, South 7-1/3 degrees West 66-2/10 perches, North 70-2/3 degrees West 14-3/4 perches, South 34½ degrees West 5½ perches, North 89 degrees West 4-2/5 perches; North 44-5/6 degrees West 67-4/5 perches, South 49½ degrees West 38-2/5 perches, North 20½ degrees West 3½ perches, South 82-1/6 degrees West 8 perches, South 67½ degrees West 20 perches, South 10-1/6 degrees West 59 perches, North 16¼ degrees West 20 perches, South 27½ perches, South 17½ degrees West 26 perches, South 44 degrees West 8-3/4 perches, South 39¼ degrees West 26 perches, South 24-3/4 degrees West 12-9/10 perches to the beginning It being the same parametry which was conveyed unto the said Annie Seatt Diven by Ida May Perches, Midning Added May 9, 1952, and

It being the same property which was conveyed unto the said Annie Scott Dixon by Ida May Twigg, widow, by deed dated May 9, 1952, and recorded in Liber No. 240, folio 364, one of the Land Records of Allegany County, Maryland, in which said deed, the said Ida May Twigg retained a life estate.

This loan is also secured by a Chattel Mortgage on a John Deere Tractor, No. 50 Model with attachments;

TOGETHER with the buildings and Improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgages, its successors or assigns, the aforesaid sum of Forty-Five Hundred (\$4500.00) - - Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which wouldmake the mortgage debt exceed the original amount hereof, provided the full amount of any such advance, is used for paying the cost of any repair, alterations or improvments to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the merigage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its

successors and assigns, or George R. Hughes , its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount

Porty-Pive Hundred (\$4500.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Annie Scott Dixon

Harold W Dixon (SEAL)

Contractions (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

January. I hereby Certify, that on this 3/sr day of

in the year nineteen

hundred and fifty-five

before me, the subscriber, a Notary Public of the

State of Maryland in and for the county aforesaid, personally appeared

Annie Scott Dixon and Harold W. Dixon, her husband, and Ida May Twing. widow.

acknowledged, the foregoing mortgage to be and Charles A. Pijer. deed; and at the same time, before me, also personally appeared President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the

said Charles A. Piper. did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year

Gead Subert Notary Public

Les X Legge acty City um 309 ma 548

land, party of the second part, hereinafter called mortgagee.

FILED AND RECORDED FEBRUARY 1" 1955 at 11:50 A.M.

| This Mortgage, | Made this | 3/57 day of | JANUAR | 4 | la Aba |
|--------------------------------|--------------|-----------------|---------------|-----------------|-----------|
| year Nineteen Hundred and fit | | | / | | in the |
| Jack F. M | loore and | Katherine | L. Moore, | his wife, | |
| of Allegans | County in (| he State of Was | reland new1 | of the first p | |
| inafter called mortgagors, and | First Federa | l Savings and L | oan Associati | on of Cumberlan | d, a body |

WITNESSETH:

Eight Thousand Sixty-two & 50/100 - - (\$8062.50) -- - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 52 per cent. per annum, in the manner following:

By the payment of Sixty-five & 87/100 -- - (\$65,87) - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of Lid principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgages in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgages, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot, piece or parcel of ground situated in the City of Cumberland, Allegany County, Maryland, known and designated as Lot No. 61 and part of Lot No. 60 as shown on the amended plat of properties of Cumberland Homes Company Incorporated, Kelly Springfield Tire Company et al dated September 15, 1923, and recorded among the Land Records of Allegany County, Maryland, in Plat Case Box No. 84, said property being more particularly described as follows, to-wit:

Beginning for the same at a point on the westerly side of Gephart Drive in said City of Cumberland, Maryland, South 34 degrees 12 minutes West 273 feet from the intersection of the said westerly side of Gephart Drive and the southerly side of Ridgedake Avenue and running then North 55 degrees 48 minutes West 114 feet to Ridgedake Avenue, then South 42 degrees 58 minutes West 54.5 feet, more or less, to a point distant North 42 degrees 48 minutes East 494.3 feet trem the intersection of the southeasterly side of Ridgedake Avenue with the easterly side of Lake Avenue, and running then South 47 degrees 2 minutes East 100 feet, then North 42 degrees 58 minutes East approximately 39 feet, more or less, to the boundary line of Lot No. 61 of the Ridgedake Addition to the City of Cumberland, then with part of the westerly division line of



UBER 309 PAGE 549 Lot No. 61 South 55 degrees 48 minutes East 20 feet, more or less, to the westerly side of Gephart Drive and then with said Gephart Drive North 34 degrees 12 minutes East 40 feet to the place of beginning. Being the same property which was conveyed unto the parties of the first part by deed of John Wallace Close and Gladys M. Close, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents. Including the right-of-way easement which is more fully set forth in a deed from the Mayor and City Council of Cumberland to J. Wallace Close et ux, dated May 31, 1949, recorded in Liber No. 229, folio 607 Allegany County Land Records to which deed reference is hereby made for a more particular description of said easement. "And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto." "And whereas this mortgage shall also secure as of the date hereof future advances made at It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness. ance of this indebtedness. It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness. indebtedness. The Mortgagors covenant to maintain all buildings, structures and improvements now of at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the effleiency of said property shall be maintained. It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of bulldings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness. The said mortgagors hereby warrant generally to, and covenant with, the said mortgage that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite. Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining. To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor s their heirs, executors, administrators or assigns, do and shail pay to the said mortgager its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shail perform all the covenants herein ontheir part to be performed, then this mortgage shall be void. End it is Egreed that until default be made in the premises, the said mortgagor a may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public items levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legality demandable. But in case of defauit being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whoie or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt Intended to be hereby secured shail at once become due and payable, and these presents are hereby deciared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which saie shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of saie in some newspaper published in Cumberland, Maryland, which said saie shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such saie including taxes, and a commission of eight per cent. to the party selling or making said saie; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by

UBER 309 MGE 550

the morigagors, representatives, he rs or assigns.

Binothe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Eight Thousand Sixty-two & 50/100 - (\$8062.50) - - - Bollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

End the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax recipts evidencing the payment of all lems fully imposed taxes for the preceding calendar year; to deliver to the mortgagee recipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (8) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation , other than the mortgagoes, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or sh

mittess, the hand and seal of said mortgagors

| test: | |
|--------------|-------------------------|
| 9 41 | SEAT SEAT |
| Tened & Slam | - Kalherysed, Vool 1000 |
| | Katherine L. Noore |

State of Maryland,

Allegany County, to-mit:

I hereby certify, That on this 3/37 day of Vawoary
in the year nineteen Hundred and Fifty-five before me, the subscriber
a Notary Public of the State of Maryland, in and for said County, personally appeared

Jack F. Moore and Katherine L. Moore, hie wife,

the said mortgagors herein and "they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgages and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgages.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Notary Public.



UBER 309 MGE 551

FILED AND RECORDED FEBRUARY 1" 1955 at 10:30 A.M.

This Morinage, Made this ---- 31st ---- day of

January,

in the year nineteen hundred and

· Fifty Five,

by and between

etase City

Samuel J. Cunningham and Clara B. Cunningham, his wife, .

of Allegany County, State of Maryland, of the first part, hereinafter called Mertgagors , and THE COMMERCIAL SAVINGS BANK OF CUMBERLAND, MARYLAND, a corporation duly incorporated under the laws of Maryland, of the secend part, hereinafter called Mortgagee, Witnesseth:

Whrras, the said Mortgagors justly and bona fide indebted unto the are said Mortgagee in the full and just sum of Two Thousand Two Hundred (Ea, 200.00) Dollars, for which they have given their promissor; note of even date herewith, payable on or before three years after date with interest at the rate of 65 per annua in monthly payments on the principal and interest of not less than Forty (840.00) Dollars.

And whereas, this mertgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mertgage debt exceed the original amount hereof, provided the fuil amount of any such advance is used for paying the cost of any repair, alterations or improvments to the mortgaged property, as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

Now therefore, in consideration of the premises, and in order to secure the prompt payment of the said indebtedness and any future advances as aforesaid, together with the interest thereon, the said Mortgagors do bargain, sell, give, grant, convey, release and confirm unto the said Mortgagee, its successors and assigns, the following property, to-wit:

First. All those two lots or parcels of land situate near the Valley Road in Election District No. 5, Allegany County, Maryland, about $1\frac{1}{2}$ miles East of the City of Cumberland, and known as Lots Nos. 449 and 450 in Section A on the "Amended Plat No. 2 of The Cumberland Valley Addition to Cumberland, Maryland, as laid out by Winner Bowman," recorded in Plat Book No. 1, page 26, of the Land Records of Allegany County, Maryland, said two lots described in one parcel as follows:

Beginning at a point on the Easterly side of Lake Avenue in said Addition at the end of the first line of Lot No. hill, and running LICC with the Easterly side of Lake Avenue, North 22 degrees 10 minutes East 80 feet; then South 67 degrees 50 minutes East 150 feet to the Jesterly side of an Alley; and with the mesterly side of said Alley, South 22 degrees 10 minutes mest 80 feet to the end of the second line of Lot No. hh8; and mith said line reversed, North 67 degrees 50 minutes West 150 feet to the place of beginning.

Second. All that parcel of land containing six acres, more or less, shown on "Amended Plat No. 2 of The Cumberland Valley Addition to Cumberland, Maryland," recorded in Plat Book No. 1, page 26, as bordering on the Easterly side of the 15 foot alley at the rear of the 29 lots fronting on the Easterly size of Lake Avenue in said Addition, and described as follows:

Beginning at the intersection of the Northerly side of an Alley with the Easterly side of an Alley, said point being 165 feet East of Lake Avenue, and running thence with the Easterly side of said Alley, North 22 degrees 10 minutes East 1275 feet to the Southerly side of Birch Avenue; and with the Southerly side of Brich Avenue, 210 feet to a line of Greise Brothers Dairy; and following with Greise Brother Dairy Line and Leonides Dicken to the intersection of the Westerly line of his land, and with the Southerly line of his land to a point on the Northerly side of an Alley, being 175 feet from the Northerly side of Park Avenue; and running thence with the Northerly side of said Alley, North 46 degrees 06 minutes West to the place of beginning.

Being the same property conveyed by Marshall Edward Hardman et ux to the said Samuel J. Inningham et ux by deed of even date herewith and to be recorded among the Land Records of Allegany County, Maryland, this mortgage being given to secure part of the purchase price for said property. Reference to said deed and the plat aforementioned is hereby made for a further description.

On how and to hold the above described property unto the said Mortgagee, its successors er assigns, together with the buildings and improvements thereon, all fixtures and articles of perproperty now or at any time hereafter attached to or used in any way in connection with the use, operation and occupation of the above described real estate, and the rights, roads, ways, waters, privileges, and appurtenances thereunto belonging or in anywise appertaining, in fee simple forever.

Browled, that if the said Mortgagors, its, his, her, or their heirs, executors, administrators, successors, or assigns, do and shall pay or cause to be paid to the said Mortgagee, its successors or assigns, the aforesaid sum of—Two Thousand Two Hundred (\$2,200.00)————dollars and the interest thereon in the manner and at the times as afore set out, and such future advances with interest thereon, as may be made as hereinbefore provided, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed, that until default be made in the premises, the said Mortgagors may hold and possess the aforesaid property, upon paying, in the meantime, all taxes, assessments and public liens levied on said property and on the mortgage debt and interest hereby intended to be secured, and any lien, claim or charge against said premises which might take precedence over the lien of this mortgage; all which taxes, assessments, public liens, lien, claim, charge, mortgage debt and interest thereon, the said Mortgagors hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the said Mortgagors shall not pay all of said taxes, assessments, public liens, liens, claims and charges as and when the same become due and payable the said Mortgagee shall have the full legal right to pay the same, together with all interest, penalties and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said Mortgagee, its successors or assigns, or Wilbur V. Wilson, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell at public sale the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, its, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Allegany County, Maryland, which terms shall be at the discretion of party making said sale, and the proceeds arising from such sale to apply—first: To the payment of all expenses incident to such sale, including taxes, insurance premiums and a commission of eight per cent. to the party selling or making said sale, and if the property be advertised for default and no sale be made, one-half of said commissions shall be allowed and paid as costs, by the mortgagors , its, his, her or their representatives, heirs or assigns; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made as aforesaid, whether the same shall have then matured or not; and as to the balance, to pay it over to the said Mortgagors , its, his, her or their heirs or assigns.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

Witness, the hands and seals of said Mortgagors

Helliand Q. Sudley.

State of Maryland, Allegany County, to-wit:

I hereby Certify, that on this in the year nineteen hundred and Fifty Five, Public of the State of Maryland, in and for Allegany County, personally appeare

Samuel J. Cunningham and Clara B. Cunningham, his wife,

and acknowledged the aforegoing mortgage to be act and deed; and at the same their time, before me, also personally appeared George C. Cook, The Commercial Savings Bank of Cumberland, Maryland, a corporation, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said George C. Cook in like manner, make oath that he is the Cashier and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In Witness whereof I have hereto set my hand and affixed my Notarial Seal the day and year above written. William C Dully

Chas. It Rayge song & in

FILED AND RECORDED FEBRUARY 4" 1955 at 8:50 A.M. FILED AND RECORDED FEBRUARY 4" 19 55 at 8:30 A. THIS SUPPLEMENTARY MORTGAGE AGREEMENT, Made

this day of February, 1955, ty and between CLYDE O. BOHRER AND EDNA 3. BOHRER, his wife, hereinsfter called parties of the first part and CHARLES w. RAYGOR, hereinafter called party of the second part, witnesseth:

That for and in consideration of the mutual promises as are hereinafter set forth and the payment of \$1.00 by the parties of the first part to the party of the second part, this Agreement is made.

"HEREAS, the parties of the first part executed a certain mortgage and note to the party of the second part dated November 9, 1954, and recorded among the Mortgage Records of Allegany County, Maryland, in Liber 308, folio 351. This said mortgage and note recited that the debt of 44950.00 secured thereby shall be paid by payments of at least \$40.00 each and every month hereafter and to pay in addition thereto interest at the rate of 4-1/16 per annum, interest to be calculated on quarterly

balances and to be paid quarterly in addition to the regular monthly payments on account of principal as aforesaid.

Now, therefore, it is mutually covenanted and agreed by the parties hereto that the amount of the monthly payment and payment of interest on the said principal of said mortgage and note of 44950.00 shall be and is hereby modified and changed to an obligation of the parties of the first part to pay to the party of the second part at least \$40.00 each and every month hereafter of the said principal debt of \$4950.00 which payment shall include interest at the rate of 4-1/2% per annum. interest to be calculated on quarterly balances.

This agreement shall be binding upon the heirs, executors, administrators, and assigns of the parties hereto. IN wITNESS WHEREOF, the parties have hereunto signed their names and affixed their seals the day and year above written.

Rosalie a. Craffice Clode D. Bohrer (SEAT)

Elme & Bohner (SKAT

PARTIES OF THE FIRST PART

Rosalie a. Craffice Charles

PARTY OF THE SECOND PART

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I HEREBY CERTIFY, That on this 1st. day of February, 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, aforesaid, personally appeared Clyds O. Bohrer and Edna G. Bohrer, his wifs, Parties of the first part, and Charles w. Raygor, Party of the second part, who sach acknowledged the aforegoing Supplementary Mortgage Agreement to be their respective act and dette co.

WITNESS my hand and Notarial So

year above written.



miger Ety

FILED AND RECORDED FEBRUARY 1" 1955 at 3:00 P.M.

This Mortgage, Made this _

day of

FEBRUARY

in the year nineteen hundred and fifty-five

, by and between

William C. Holbrook and Sophie R. Holbrook, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee, Witnesseth:

Whereas, the said

Wheteas, the said

William C. Holbrook and Sophie R. Holbrook, his wife.



stand indebted unto the said The Liberty Trust Company in the just and full sum of Twenty Thousand (\$00,000.00) - - - - Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Four & One-Half per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on March 31, 1955



This Mortgage is executed to secure Seven Thousand (\$7,000.00) Dollars of the purchase money for the property first herein described and conveyed and is, therefore, to that extent a Purchase Money Mortgage.



NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

William C. Holbrook and Sophie R. Holbrook, his wife,

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot or parcel of land known as part of Lot No. 5% of the original Town Lots of Cumberland, situated on the Southerly side of Washington Street in the City of Cumberland, Allegany County, Maryland and being part of the same property which was conveyed to Daniel Annan by Sarah J. Offutt, et al. by deed dated January 30, 1875, and recorded among the Land Records of Allegany County in Liber No. 4%, folio 148;

Excepting, however, that part of said lot which was conveyed by Daniel Annan to William H. LePevre by deed dated June 5. 1875, and recorded among said Land Records in Liber No. 44, folio 680, the part therein conveyed being described as follows:

BEGINNING at the corner of the South side of Washington Street and the East side of Paw Paw Alley, and running thence with the South side of Wishington Street, South 83% degrees East 75 feet to the Westerly line of the above mentioned parcel which was conveyed to William H. LePevre and with said line and parallel to Paw Paw Alley, South 6% degrees West 171 feet, more or less, to the South side of a private alley; thence with said alley, North 83% degrees West 35 feet to Paw Paw Alley; thence with said Alley, North 6% degrees East 171 feet, more or less, to the place of beginning, leaving remaining a lot 35 feet front by 171 feet deep.

feet front by 171 feet deep.

It being the same property which was conveyed unto the said Mortgagors by The Second National Bank of Cumberland, Maryland, Committee

for-Margaret O. Annan, by deed dated the day of January, 1955, and to be recorded simultaneously with this Mortgage among the Land Records of Allegany County.

ALSO: All those lots, pieces or parcels of ground lying and being on the Southerly side of Beech Street designated as Lots Nos. 50 and 51 in Cover's Addition, Bowling Green, Allegany County, Maryland, a plat of which said Addition is recorded in Liber No. 1, folio 50, one of the Plat Records of Allegany County, Maryland, which said lots are more particularly described as follows, to-wit:

BEGINNING for the same on the Southerly side of Beech Street at the end of the first line of Lot No. 49 in said Addition, and running then with said Street, North 82 degrees 40 minutes East 88.4 feet, then South 11 degrees 15 minutes East 100.25 feet to the Northerly side of a 15-foot alley, then with said Alley, South 82 degrees 40 minutes West 95.98 feet to the end of the second line of said Lot No. 49 and then with said second line reversed, North 7 degrees 20 minutes West 100 feet to the place of beginning.

It being the same property which was conveyed unto the said Mortgagors by Ralph G. Cover and wife, by deed dated November 28, 1951, and recorded in Liber No. 236, folio 409, one of the Land Records of Allegany County, and by a subsequent deed of correction by and between the same parties dated August 18, 1954, and duly recorded among said Land Records.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgages, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Twenty Thousand (\$20,000.00) - Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvments to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorised and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgages, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and



no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all-moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Twenty Thousand (\$20,000.00) - - - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Villiam (Holbrook (SEAL)

Thomas L. Keach

Some R. Holbrook (SE

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this ST. day of

FEBRUARY,

in the year nineteen

hundred and fifty-five

before me, the subscriber, a Notary Public of the

State of Maryland in and for the county aforesaid, personally appeared

William C. Holbrook and Sophie R. Holbrook, his wife,

and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper,

President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper

did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year

LeadSiebert Notary Public

hereinafter called Mortgagor 3, which expression shall include the 1r heirs, personal representatives, successors and assigns where the context so admits or requires, of Allegany County, State of Maryland, part 1e5 of the first part and

, in the

W. Wallace McKaig,

hereinafter called Mortgagee , which expression shall include his heirs, personal representatives, successors and assigns, where the context so requires or admits, of Allegany County, State of Maryland, part y of the second part, witnesseth:

WHEREAS, The said Mortgagors are justly and bona fide indebted unto the said Mortgagee in the full sum of Six Thousand (\$6,000.00) Dollars, which said sum is payable three years after date, together with the interest thereon at the rate of - - - 45 per centum per annum payable semi-annually. The said Mortgagors do hereby covenant and agree to make payments of not less than Sixty (\$60.00) Dollars each month on account of the principal and interest as herein stated, the interest to be computed semi-annually at the rate aforesaid and deducted from said payments, and the balance thereof, after deducting the interest, shall be credited to the principal indebtedness.

It is further understood by and between the parties hereto that all payments made after two years from date hereof shall be divided to the end that not less than Forty (\$40.00) Dollars or two-thirds of each payment made after two years from this date shall be applied to the principal and interest of this Mortgage as above provided, and Twenty (\$20.00) Dollars or one-third of each payment so made shall be paid by the Mortgagee herein unto Lilly P. Stewart to apply on the Mortgage held by the said Lilly P. Stewart on this same property. monthly payments on this obligation and the obligation due the said Lilly P. Stewart shall be made at the office of W. Wallace McKaig, the Mortgagee herein, and the remittance to Lilly P. Stewart as above provided shall be made by the said W. Wallace McKaig.

THIS MORTGAGE IS EXECUTED TO SECURE PART OF THE PURCHASE MONEY FOR THE PROPERTY HEREIN DESCRIBED AND CONVEYED AND IS, THEREFORE, A PURCHASE MONEY MORTGAGE.

NOW, THEREFORE, this deed of mortgage witnesseth that, in consideration of the premises and the sum of One Dollar, in hand paid, the said Mortgagor ⁸ do hereby bargain and sell, give, grant, convey, release and confirm unto the said Mortgagoe the following property, to-wit:

All that lot or parcel of ground situated at the intersection of Weires Avenue and a 30-foot street leading into the adjoining W. D. Clause property, in LaVale, Allegany County, State of Maryland, and more particularly described as follows, to-wit:

BEGINNING for the same at an iron pipe stake standing at the point of intersection of the Northwest side of Weires Avenue and the center of a 30-foot street leading into the W. D. Clause property, said stake also stands at the end of the first line of the adjoining property conveyed by Zella J. Weires to Carl A. Stottlemyer, et ux, by deed dated the 16th day of October, 1950, and recorded in Liber No. 231, folio 374, one of the Land Records of Allegany County, and running thence with the second line of the said Stottlemyer deed corrected for distance, (Magnetic Bearings as of 1923 and Horizontal Measurements), North 48 degrees and 55 minutes West, 139-6/10 feet to an iron stake standing at the end of the first line of the adjoining property conveyed by D. T. Ferguson, et ux, to W. D. Clause, et ux, by deed dated the 27th day of July, 1946, and recorded in Liber No. 210, folio 461, one of the Land Records of Allegany County, thence reversing part of the first line of the said Clause deed, North 48 degrees and 45 minutes East, 116-5/100 feet to the end of the second line of the property adjoining conveyed by D. T. Ferguson, et ux, to James H. Schell, et ux, by deed dated the 10th day of January, 1947, and recorded in Liber No. 213, folio 427, one of the Land Records of Allegany County, thence reversing the said second line, South 41 degrees and 15 minutes East 138 feet to the aforementioned North west side of Weires Avenue, thence with the said Northwest side of Weires Avenue, South 48 degrees and 45 minutes West 95 feet to the of intersection of the Northwest side of Weires Avenue and the center Weires Avenue, South 48 degrees and 45 minutes West 95 feet to the

RESERVING, HOWEVER, from this conveyance a right-of-way over the aforementioned 30-foot roadway leading from Weires Avenue to the said W. D. Clause residence, said roadway having been built and maintained by the

said W. D. Clause. It being understood that anyone regularly using the said 30-foot roadway should share the cost of its maintenance.

It being the same property which was conveyed unto the said Mortgagors by Zella J. Weires, widow, by deed dated the day of January, 1955, and duly recorded among the Land Records of Allegany County.

It is hereby understood and agreed by and between the parties hereto that the Mortgagee shall have the right to keep the improvements on the property herein described insured at all times during the existence of this Mortgage in such company or companies as may be acceptable to the said Mortgagee for an amount adequate, in the discretion of the Mortgagee, to protect any unpaid balance and interest due under this Mortgage, and that all renewals of insurance policies must bein in the possession of the Mortgagee at least two weeks prior to the expiration date of the existing policy or policies, and if the Mortgagors fail or refuse to keep said property insured as above provided and to furnish the said Mortgagee with any and all renewals of said insurance policies at least two weeks prior to the expiration date of the existing policy or policies, then the Mortgagee shall have the right to place the insurance immediately in such amount as may be adequate in the Judgment of the Mortgagee and with such company or companies as he, the said Mortgagee, may elect and charge the premiums or premiums therefor against the principal indebtedness due under the Mortgage.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED that if the said Mccanagors shall pay to the said Mortgagee the aforesaid

Six Thousand (\$6,000.00) Dollars - - -

part to be performed, then

and in the meantime shail perform all the covenants herein on this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said Mortgagor S may occupy the aforesaid property, upon paying, in the meantime, sil taxes, assessments, public dues and charges levied or to be levied thereon; all of which as also said mortgage debt and the interest thereon, the said Mortgagor S hereby covenant to pay when legally demandable.

BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall at once become due and payable, and at any time thereafter either the said Mortgagee

or George R. Hughes. his
duly constituted attorney or agent, is hereby authorized to seil the property hereby mortgaged, and to
convey the same to the purchaser or purchasers thereof. Said property shail be soid for cash after
giving at least twenty days' notice of the time, place, manner and terms of saie, in some newspaper
published in Cumberland, Allegany County, Maryland,
if not then soid, said property may be soid afterwards either privately or publicly, and as a whole or in
convenient parcels, as may be deemed advisable by the person selling.

The proceeds arising from such saie shail be applied; first, to the payment of all expenses incident to such saie, including taxes, and a commission of eight per cent to the party making said saie; secondly, to the payment of all monies due and payable under this mortgage including interest on the mortgage debt to the date of the ratification of the auditor's report; and third, to pay the balance to the said Mortgagor 3. In case of advertisement under the above power, but no saie, all expenses and one-half of said commissions shall be paid by the Mortgagor 3 to the person advertising.

AND the said Mortgagor s further convenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee the improvements on the hereby mortgaged land to an amount of at least

Six Thousand (\$6,000.00) — saud therefor to be so framed or endorsed, as in case of ioss, to inure to the benefit of the Mortgagee to the extent of his iden or claim hereunder, and to piace such policy or policies forthwith in possession of the Mortgagee the premium or premiums for said insurance when due.

WITNESS the hand and seai3 of said Mortgagor S

| Lione M. Hugher | Andrew Lee m & | TEWEST (SEAL |
|------------------------------------------------------------------|---------------------------|--------------------|
| STATE OF MARYLAND, ALLEGANY COUNTY I hereby certify that on this | TY, TO-WIT: | ewart, in the year |
| Notam | Public of the S | itate of Maryland |
| in and for said County, personally appeared, | Raymond G. Stewart and Wa | inda Lee M. |

LIBER 309 PAGE 560

Stewart, his wife,

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111.12

the within named Mortgagor 5 , and acknowledged the foregoing mortgage to be their act and deed. And at the same time, before me, also personally appeared W. Wallace McKaig,

the within named Mortgagee , and made oath in the consideration in said mortgage is true and bona fide as therein set forth.

WITH ESSny hand and Notarial Seal the day and year last above written.

Therand Sheeghe D. ..

magic aly

FILED AND RECORDED FEBRUARY 1"1955 at 3:45 P.M.

THIS PURCHASE MONEY MORTGAGE, Made this lat day of February, 1955, by and between Allegany Instrument Company, Incorporated, a corporation duly incorporated under the laws of the State of Maryland, party of the first part, and The Second National Bank of Cumberland, a banking institution duly incorporated under the laws of the United States of America, party of the second part, WITNESSETH:

WHEREAS the said party of the first part stands indebted unto the party of the second part in the full and just sum of Ten Thousand Dollars (\$10,000.00), with interest thereon at the rate of five percentum (5%) per annum, said principal debt and interest to be paid to the party of the second part in monthly installments of \$188.72 each, the first of which installments shall become due and payable on March 1, 1955, and the remaining installments monthly thereafter on the first day of each and every month until such time as said principal debt and interest accrued thereon shall have been fully paid.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar (\$1.00) in hand paid, and in order to secure the prompt payment of the said indebtedness at the

maturity thereof, together with the interest thereon, the said party of the first part does give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors or assigns, all the following property, to wit:

All that tract of land more particularly described as follows:

LAW DEFICES GUNTER & GEPPERT

BEGINNING for the same at a point standing 363 feet on the first line of the aforementioned tract conveyed by the Wills Mountain Improvement Company to John H. Holzshu, and continuing thence with the remainder of said line (magnetic bearings as of the original deed and with surface measurements), North 53 degrees 50 minutes West 349 feet to a stone marked "X" planted on the first line of the second parcel or tract of ground conveyed by Louise Percy (widow) of James H. Percy to James T. Johnson, by deed dated the 2nd day of October, 1925, and recorded in Liber No. 165, folio 584, one of the Land Records of Allegany County, said point is also stone "X" on the first line of the second parcel of ground conveyed by the Cumberland Improvement Company to Louise Fercy by deed dated the 12th day of October, 1895, and recorded in Liber No. 81, folio 181, one of the Land Records of Allegany County, thence with the remainder of said first line, North 18 degrees 45 minutes East 55 feet to a stake and stone pile, it being also the beginning of the first parcel of the aforementioned Louise Percy tract, thence with the first and second lines of said first parcel, North 30 degrees East 300 feet to the Southeast or lower edge of a thirty-foot road which said point stands South 52 degrees 30 minutes West 72 feet from an iron center planted in the center of said road, thence continuing with the lines of tract of ground conveyed by Louise Percy, et vir., to John H. Holzshu, by deed dated the 18th day of April, 1904, and recorded in Liber No. 95, folio 245, one of the Land Records of Allegany County, South 65 degrees 20 minutes West 170 feet, North 38 degrees 15 minutes East 320 feet to a large rock or boulder on the upper side of said road, which said stone or boulder stands South 48 degrees West 86 feet from another iron center planted in the center of said road, and running thence from said rock or boulder, North 54 degrees West 275 feet to intersect the seventh line of the aforementioned tract conveyed by the Cumberland Investment and Improvement Company to Louise Percy, by deed dated the 12th day of October, 1895, and recorded in Liber No. 81, folio 181, one of the Land Records of Allegany County, thence reversing said seventh line

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North 5 degrees 30 minutes East 480 feet, more or less, to a point intersecting the ninth line of the aforementioned tract conveyed by the Wills Mountain Improvement Company to John H. Holzshu, by deed dated the 9th day of March, 1903, and recorded in Liber No. 92, folio 442, one of the Land Records of Allegany County, thence with the remainder of said ninth line, North 86 degrees West 138 feet, more or less, thence with part of the tenth line, North 6 degrees East 135 feet, more or less, until it intersects a line drawn South 84 degrees West from a stone gatepost, thence reversing said line and running North 84 degrees East about 100 feet to said stone gatepost, thence with a line of stone wall (new constructed line, magnetic bearings as of October 17th, 1946), North 19 degrees 50 minutes East 466 feet, North 24 degrees 25 minutes East 376.3 feet, North 15 degrees 25 minutes East 347 feet to or near the end of the fifteenth line of the aforementioned tract conveyed by the Wills Mountain Improvement Company to John H. Holzshu, by deed dated the 9th day of March, 1903, and recorded in Liber No. 92, folio 442, one of the Land Records of Allegany County, thence with the sixteenth line of said John H. Holzshu (magnetic bearings as of the deeds) North 43 degrees West 78 feet, more or less, to the end of said line; thence with the seventeenth, eighteenth, nineteenth, twentieth and twenty-first lines of the said John H. Holzshu tract of land, North 62 degrees 45 minutes East 142 feet to the third line of the tract of land conveyed by John S. Hook, et al., heirs of James Hook to Greenbury Hook, by deed dated the 28th day of November, 1849, and recorded in Liber No. 12, folio 569, one of the Land Records of Allegany County; thence also reversing the third line of the Hook tract, South 42 degrees East 1255 feet to the end of the second line of said last named deed, being also to the end of 33 feet on the third line of the tract called "Re-Survey on Enterprise", then reversing the lines of said tract, South 69 degrees West 33 feet, South 9 degrees West 990 feet; thence South 64 degrees 30 minutes East 57 feet to the south side of a driveway now under construction, and 30 feet South of the proposed center line, thence parallel to and 30 feet from the said center line and now using magnetic bearings as of October, 1946, and horizontal measurements instead of surface measurements, South 68 degrees 15 minutes West 190 feet, more or less, to the Northwest side of a proposed fifteenfoot alleyway, thence with said alleyway and parallel to the present Northwest edge of Piedmont Avenue concrete line, South

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23 degrees 10 minutes West 105 feet, more or less, thence still parallel to Piedmont Avenue concrete West line, South 29 degrees 20 minutes West 420 feet, more or less, to a stake standing North 60 degrees 40 minutes West 15 feet from the end of the second line of parcel of ground conveyed by the Holzshu Realty Company of Cumberland to Louis E. Powers, et ux., by deed dated the 2nd day of May, 1933, and recorded in Liber No. 169, folio 255, one of the Land Records of Allegany County, and running thence with a line at right angles to the second line, reversed and extended of the parcel of ground conveyed by the Holzshu Realty Company of Cumberland to Erwin B. Sitter, et ux., by deed dated the 1st day of July, 1942, and recorded in Liber No. 194, folio 26, one of the Land Records of Allegany County, on a bearing North 32 degrees 15 minutes West 100 feet, thence parallel to the said second line, South 57 degrees 45 minutes West 470 feet to the beginning, containing 46-3/4 acres, more or less.

ALSO: A certain right-of-way and easement described as follows:

A fifteen-foot right-of-way and easement with rights of ingress and egress running from the 22nd and 23rd lines of the above described property (which lines run South 23 degrees 10 minutes West 105 feet and South 29 degrees 20 minutes West 420 feet) to Piedmont Avenue, the exact location of which is to be selected by the Grantee, for and every purpose which the Grantee, its successors and assigns, desires to use the same including, but not exclusive of, the right to lay and maintain water, gas and sewer lines and mains, the erection of poles and all equipment necessary or proper to erect and maintain electric, telephone and other lines and wires.

Reserving to Holzshu Realty Company of Cumberland, its successors or assigns, the right in perpetuity to use of road-way leading from Piedmont Avenue to property adjoining land hereby conveyed on the North, for the purpose of ingress, egress and regress.

Reserving and excepting, however, from the foregoing description a lot conveyed by Motor Transfer Company of Cumberland, Maryland, a corporation, to Charles W. Wiant, et al., by deed dated the 9th day of August, 1948, and recorded among the Land Records of Allegany County in Liber No. 222, folio 39, reference to which said deed is hereby particularly made.

It being the same property conveyed to the party of the

CAW OFFICES
GUNTER & GEPPERT

first part by James A. Perrin, Trustee for the use and benefit of The Second National Bank of Cumberland, Maryland, by deed dated the 1st day of February, 1955, and intended to be recorded among the Land Records of Allegany County, Maryland, together with this mortgage which is given to secure a part of the purchase price thereof.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said party of the first part, its successors or assigns, does and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of Ten Thousand Dollars (\$10,000.00), together with the interest thereon, as and when the same shall become due and payable, and in the meantime does and shall perform all the covenants herein on its part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises the said party of the first part may hold and possess the aforesaid property, upon paying in the meantime all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said party of the first part hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors or assigns, or William H. Geppert, their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her of their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent, to the party selling or making said sale; secondly, to

LAW OFFICES



the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said party of the first part, its successors or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, its successors or assigns.

AND the said party of the first part further covenants to adequately insure forthwith, and pending the existence of this mortgage to keep insured by some insurance company or companies acceptable to the mortgagee, or its assigns, the improvements on the hereby mortgaged land, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in the possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

IN WITNESS WHEREOF, the party of the first part has caused its corporate name to be signed hereto by its President and its corporate seal affixed by its Secretary, all on the day and year first above written.

Attest:

ALLEGANY INSTRUMENT COMPANY, INCORPORATED

Paul Williams,

Harry Stern, Its President

Its Secretary

1952

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this day of file of the State of Maryland, in and for Allegany County, personally appeared Harry Stern, President of Allegany Instrument Company, Incorporated, and acknowledged the aforegoing mortgage to be the corporate act and deed of said corporation; and at the same time before me also personally appeared Joseph M. Naughton, President of The Second National Bank of Cumberland, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year afore-said.

LAW OFFICES
GUNTER & GEPPERT
CUMBERLAND
MARYLAND

Mary O Kelly



Megas Breeze H. M.

| 71 hin | Allowto | LED | AND IE | CONDED | FEBRU ARY | 2" | 1955 | at | 8:30 A.M. | |
|--------|-------------|-------|--------|--------|-----------|----|--------|----|------------|--------|
| when | Mortg | lathe | , Made | this | lat | d | ay of_ | P | ahruary | 1 |
| | ar Nineteen | | | | | | | | , by and b | etween |

Curtis D. Wilson and Viola F. Wilson, his wife,

| of | Garrett | | Co | unty, in th | e State of_ | Maryland | |
|-------|------------|--------------|---------------|-------------|-------------|--------------|----|
| party | of the fir | st part, and | d the Farmers | and Me | rchants ! | enk of Keyae | r. |
| West | Virginia, | a corpo | ration, | Z U . B | | | |

| of | Mineral | County | in | the | State | of_ | West | Virginia |
|---------|---------------------|-------------|----|-----|-------|-----|-------|----------|
| part.y_ | of the second part, | WITNESSETH: | | 5 | 3 4 | | 1 1 7 | 104 |

unbereas, the said Curtis D. Wilson and Viola F. Wilson, his wife are indebted to the Farmers and Merchants Bank of Keyser, West Virginia, a corporation, in the amount of TWO THOUSAND TWO HUNDRED DOLLARS (\$2,200.00), which indebtedness is evidenced by a negotiable promissory note bearing even date herewith in the amount of Two Thousand Two Hundred Dollars (\$2,200.00), with interest thereon at six per cent (6%) per annum, wherein the said Curtis D. Wilson and Viola F. Wilson, his wife, are the makers and the said Farmers and Merchants Bank of Keyser, West Virginia, a corporation, is the payee, payable on demand after date, and until demanded payable in equal monthly installments of Fifty Dollars (\$50.00) per month until principal and interest is fully paid.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Curtis D. Wilson and Viola P. Wilson his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said Farmers and Merchants Bank of Reyser, West Virginia, a corporation, its heirs and assigns, the following property, to wit:

the the date true to be present of land with the conveyed to the



A certain tract, or parcel, of land situate in the Village of McCoole, in Election District No. 31, of Allegany County, Maryland, and bounded and described as follows:

Street, corner to the property of Thomas Nash and running thence, with a line of the Nash lot, N. 48° 30' E. 140 feet to an iron stake

in the Southern boundary line of a 10 foot alley; thence, S. 53° E. 72 feet to an iron stake; thence, S. 48° 5' W. 140 feet to the North boundary line of Queen Street; thence, with said Street line, N. 53° W. 73 feet to the EEGINNING, containing 24/100 of an Acre, and bein, the same tract, or parcel, of land which was conveyed to the said Curtis D. Wilson and Viola F. Wilson, his wife, as Tenants by the Entireties, by Deed dated February 10th., 1944, from Howard A. Bennett and Maude W. Bennett, his wife, and recorded in the office of the Clerk of the County Court of Allegany County, Maryland, In Liber No. 198, Folio 559, one of the Land Records of Alle any County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

provided, that if the said Curtis D. Wilson and Viola F. Wilson, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said Farmers and Marchants Bank of Keyser, West Virginia, a corporation, is executor, administrator or assigns, the aforesaid sum of Two Thousand Two Hundrod Dollars (\$2,200.00)

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Curtis D. Wilson and Viola F. Wilson, his wife, hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said Farmara and

Merchants Bank of Keyser, West Virginia, a corporation, its

USER 309 MGE 568

| beriand, Maryland, which said sale shall be at pul
from such sale to apply first to the payment of a
taxes levied, and a commission of eight per cent.
to the payment of all moneys owing under this a | all expenses incident to such sale, including all to the party selling or making said sale; secondly, |
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| matured or not; and as to the balance, to pay it | over to the said Curtis D. Wilson and |
| Viole F. Wilson, his wife, their | heirs or assigns, and |
| in case of advertisement under the above power | but no sale, one-half of the above commission |
| shall be allowed and paid by the mortgagor. | in sepresentatives, x hetrocax assigns. |
| End the said Curtis D. Wilson | and Viole P. Wilson, his wife, |
| insure forthwith, and pending the existence of thi | further covenant to |
| William in Control Miles & Louis Carl Sall Control Control Miles Control Control | |
| Company or companies acceptable to the mortgag
assigns, the improvements on the hereby mortgag | |
| | |
| Two Thousand Two Hundred (\$2,200, and to cause the policy or policies issued therefore | |
| The state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the s | AND CARLY COME TO A LITTLE DEVICE THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME OF THE COME |
| to inure to the benefit of the mortgagee , | |
| | or claim hereunder, and to place such policy or |
| policies forthwith in possession of the mortgagee | |
| and collect the premiums thereon with interest a | as part of the mortgage debt |
| Militess, the hand and seal of said mort | gagor |
| F Boon | Gustis D. Wilson [SEAL] Viola & Wilson [SEAL] Viola F. Wilson |
| State of Muogiana,
Mineral
Amogany County, to-wit: | |
| I hereby certify, That on this. | 21 day of January |
| in the year nineteen Hundred and Fifty | before me, the subscriber, |
| a Notary Public of the State of Antiques, in an | d for said County, personally appeared |
| Curtis D. Wilson and Viola F. Wil | son, his wife, |
| and the y acknowledged the aforegoing | mortgage to be their |
| act and deed; and at the same time before me ala | o personally appeared Floyd C. Boor, |
| Cashier for the Farmers and Mercha a corporation, | ants Bank of Keyser, West Virginia, |
| the within named mortgages, and made oath in | due form of law, that the consideration in said |
| mortgage is true and bona fide as therein set for | forth. |
| WITNESS my hand and Notarial Seal the | day and year aforesaid. |
| | n 0.00 to 16 |
| | Nojdry Public. |
| the series from the transfer to the series in accept | My commission expres Ale 9.1963. |
| | |

UBER 309 MGE 569

Be to Logge they city so

FILED AND RECORDED FEBRUARY 2" 1955 at 12:50 P.M.

| This All new transmit Wester that IST day of FESAVARY | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| Office Settle Higher, where distributions of | I LOOK TH |
| year Nineteen Hundred and fiftyby and between | - 10 |
| Charles C. Zembower | 上 |
| | MICORDATIO |
| of Allegany County, in the State of Maryland, part Y of the first part, here | 201 |
| nafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a bod | |
| corporate, incorporated under the laws of the United States of America, of Allegany County, Mary | Pink |
| and, party of the second part, hereinafter called mortgagee. | 133 |
| WITNESSETH: | RECORDAN |
| Unbereas, the said mortgagee has this day loaned to the said mortgagors, the sum of | |
| Thirty-six Hundred & 00/100 (\$3600.00) Dollar | S. FEEL |
| which said sum the mortgagors agrees to repay in installments with interest thereon from | m (d) |
| the date hereof, at the rate of 5 per cent. per annum, in the manner following: | RECORDAN |
| By the payment of Thirty-eight & 19/100(\$38, 19) Dollar on or before the first day of each and every month from the date hereof, until the whole of sa principal sum and interest shall be paid, which interest shall be computed by the calendar mont | 1 a |

principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagers does give, grant bargain and sell, convey, release and confirm unto the said mortgages, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot or parcel of land situated on Columbia Street in the City of Cumberland, Allegany County, Maryland, being part of Lot No. 58 in Gephart's Second Addition to the City of Cumberland, which is more particularly described as follows, to-wit:

Beginning for the same at a stake standing on the northerly side of said Columbia Street at the end of the first line of Lot No. 57 in said addition and running then with Columbia Street South 60-3/4 degrees East 50 feet to Vine Alley, then with said alley North 29-1/4 degrees East 100 feet, then North 60-3/4 degrees West 50 feet to the second line of said Lot No. 57, and then with part of said second line reversed South 29-1/4 degrees West 100 feet to the place of beginning.

Being the same property which was conveyed unto Charles
C. Zembower by deed of Harold E. Naughton, Trustee, dated November
10, 1950, which is intended to be recorded among the Land Records
of Allegany County, Maryland, simultaneously with the recording of
these presents.

"And whereas this mortgage shall also secure as of the date hereof future adv. the mortgages option prior to the full payment of the mortgage debt, but not to exceed the sum of \$500.00, nor to be made in an amount which would make the sexceed the original amount hereof provided, the full amount of any such advance in ing the coats of any repairs, alterations or improvements to the mortgaged property in Chapter 928 of the Laws of Maryland, passed at the sanuary sessions in the vent amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenants to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrants generally to, and covenants with, the said mort-gages that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do will execute such further assurances as may be requisite.

Cogether with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to bold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein

on his part to be performed, then this mortgage shall be void.

Mind it is Higreed that until default be made in the premises, the said mortgagor may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgages, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorised and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Binothe said mortgagors, further covenants to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Thirty-six Hundred & 00/100 - - - (\$3600.00) - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgages, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgages, or the mortgages may affect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Bind the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgages, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgages is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do 95 hereby covenant with the mortgages as follows: (1) to deliver to the mortgages on or before March 16th of each year tax recipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgages recipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgages recipts that may be made on the mortgages property, as this mortgages or note, or in any other way from the indebtedness accuracy by this mortgages. other way from the indebtedness secured by this mortgage; (2) to per waste, impairment or deterioration of said property or any part thereof, mortgager to keep the buildings on said property in good condition of a

UBER 309 PAGE 571

demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortragor—to comply with said demand of the mortragee for a period of thirty days shall constitute a breach of this mortrage, and at the option of the mortragee, immediately mature the entire principal and interest hereby secured, and the mortragee may, without notice, institute proceedings to foreclose this mortrage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortrage in any action to foreclose it, shall be entitled (without regard to the adectacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortragers and account therefor as the Court may direct; (4) that should the title to the herein mortragers, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagers, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagers's written consent, or should the same be encumbered by the mortgagers, their hoirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the aforegoing covenants or conditions for thirty consecutive days.

Mitness, the hand and seal of said mortgagors

Attest: G Charles C Jenbergseal

State of Maryland, Allegany County, to-wit:

I hereby certify. That on this ________ day of ________ hefore me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Charles C. Zembower, divorced,

the said mortgagors herein and he acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WINESS by hand and Notarial Seal the day and year aforesaid.

Notary Public.

FILED AND RECORDED PEBRUARY 1" 1955 at 3:10 P.M.

This Mortgage, made this 29th day of January

, in the

year Nineteen Hundred and fifty-five, by and between

Raymond G. Stewart and Wanda Lee M. Stewart, his wife,

hereinafter called Mortgagor S, which expression shall include their heirs, personal representatives, successors and assigns where the context so admits or requires, of Ailegany County, State of Maryland, part ies of the first part and

Lilly P. Stewart,

hereinafter called Mortgagee , which expression shall include her heirs, personal representatives, successors and assigns, where the context so requires or admits, of Ailegany County, State of Maryland, part y of the second part, witnesseth:

whereas, The said Mortgagors are justly and bona fide indebted unto the said Mortgagee in the full sum of Two Thousand (\$2,000.00). Dollars. It is hereby understood and agreed by and between the parties hereto that no payment on this obligation shall be made until after two years from the date hereof. From and after the 29 day of 1957, there shall be payments of not less than Twenty (\$20.00) each month made on account of the obligation as herein stated. It being further understood that it is to bear no interest. This Mortgage is executed to secure part of the purchase money for the property herein described and conveyed and is, therefore, A purchase money Mortgage.

NOW, THEREFORE, this deed of mortgage witnesseth that, in consideration of the premises and the sum of One Dollar, In hand paid, the said Mortgagor S do hereby bargain and sell, give, grant, convey, release and confirm unto the said Mortgagee the following property, to-wit:

All that lot or parcel of ground situated at the intersection of Weires Avenue and a 30-foot street leading into the adjoining W. D. Clause property in LaVale, Allegany County, State of Maryland, and more particularly described as follows, to-wit:

BEGINNING for the same at an iron pipe stake standing at the point of intersection of the Northwest side of Weires Avenue and the center of a 30-foot street leading in to the W. D. Clause property, said stake also stands at the end of the first line of the adjoining property conveyed by Zella J. Weires to Carl A. Stottlemyer, et ux, by deed dated the 16th day of October, 1950, and recorded in Liber No. 231, folio 374, one of the Land Records of Allegany County, and running thence with the second line of the said Stottlemyer deed corrected for distance, (Magnetic Bearings as of 1923 and Horizontal Measurements), North 48 degrees and 55 minutes West, 139-6/10 feet to an iron stake standing at the end of the first line of the adjoining property conveyed by D. T. Ferguson, et ux to W. D. Clause, et ux, by deed dated the 27th day of July, 1946, and recorded in Liber No. 210, folio 461, one of the Land Records of Allegany County, thence reversing part of the first line of the said Clause deed, North 48 degrees and 45 minutes East, 116-5/100 feet to the end of the second line of the property adjoining conveyed by D. T. Ferguson, et ux, to James H. Schell, et ux, by deed dated the 10th day of January, 1947, and recorded in Liber No. 213, folio 407, one of the Land Records of Allegany County, thence reversing the said second line, South 41 degrees and 15 minutes East 138 feet to the aforementioned Northwest side of Weires Avenue, thence with the said Northwest side of Weires Avenue, South 48 degrees and 45 minutes West 95 feet to the beginning.

RESERVING, HOWEVER, from this conveyance a right-of-way over the aforementioned 30-foot roadway leading from Weires Avenue to the said W. D. Clause residence, said roadway having been built and maintained by the said W. D. Clause. It being understood that anyone regularly using the said 30-foot roadway should share the cost of its maintenance.

It being the same property which was conveyed unto the said Mortgagors by Zella J. Weires, widow, by deed dated the day of January, 1955, and to be duly filed for record among the Land Records of Allegany County.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED that if the said Mortgagor s shall pay to the said Mortgagee the aforesaid

Two Thousand (\$2,000.00) Dollars ----- their parts be performed, therein on their parts to be performed, therein on their

UBER 309 Min 579

this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said Mortgagor S may occupy the aforesaid property, upon paying, in the meantime, all taxes, assessments, public dues and charges levied or to be levied thereon; all of which as also said mortgage debt and the interest thereon, the said Mortgagor S hereby covenant to pay when legally demandable.

BUT IN CASE default be made in payment of said mortgage debt, or of the Interest thereon, in whole or In part, or In any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall at once become due and payable, and at any time thereafter either the said Mortgagee or George R. Hughes, her

duly constituted attorney or agent, is hereby authorized to sell the property hereby mortgaged, and to convey the same to the purchaser or purchasers thereof. Said property shall be sold for cash after giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Cumberland, Allegany County, Maryland,

if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling.

The proceeds arising from such sale shall be applied; first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party making said sale; secondly, to the payment of all monies due and payable under this mortgage including interest on the mortgage debt to the date of the ratification of the auditor's report; and third, to pay the balance to the said Mortgagor S. In case of advertisement under the above power, but no sale, all expenses and one-half of said commissions shall be paid by the Mortgagor S. to the person advertising.

WITNESS the hand and seals of said Mortgagor s

the premium or premiums for said Insurance when due.

| Lorge 11. 2 upin | | Raymond Sigura | ct (SEAL) |
|--------------------------------------------------------------------------------------|---------------------------|-------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| STATE OF MARYLAND, ALLEGANY | Y COUNTY, TO-WIT: | wallda bee M. 5 W | 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com 1 com |
| I hereby certify that on this | Ha day of Jan | nuary | , ln the year |
| 19 55, before me, the subscriber, a | Notary Public | of the Stat | e of Maryland, |
| in and for said County, personally appe | eared, Raymond G. S | Stewart and Winda | Lee M. |
| Stewart, his wife, | | | |
| the within named Mortgagor $_{\rm S}$, and a act and deed. And at the same time, be | | | |
| due form of law that the consideration in | n said mortgage ls true a | | |









day of FEBRUARY, THIS MORTGAGE, Made this 2 1955, by and between Arthur Lee Marple and Helen G. Marple, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called the Mortgagors, and The Liberty Trust Company, a

FILED AND RECORDED FEBRUARY 2" 1955 at 2:20 P.M.

corporation duly incorporated under the Laws of the State of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, Trustee, for the parties hereinafter enumerated, sometimes hereinafter called the Mortgagee, WITNESSETH

WHEREAS, the said Mortgagors stand indebted unto The Liberty Trust Company, Trustee, as hereinafter set forth, in the total, full and just sum of Twenty Thousand (\$20,000.00) Dollars, as is evidenced by their promissory notes of even date and tenor herewith, both of which said notes are payable one (1) year from date hereof, and bear interest at the rate of Five per centum (5%) per annum, said interest being payable in quarterly installments as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, in March 31, June 30, September 30 and December 31 of each year, the first pro-rata quarterly interest on said notes to be payable on March 31, 1955, and said notes being in the following amount and denominations and being made to The Liberty Trust Company, Trustee, for the following:

> The Liberty Trust Company, Trustee for H. E. Weber Estate \$10,000.00

> The Liberty Trust Company, Agent for Edna I. Hetzel and Ellen H. Hite, surviving Trustees \$10,000.00

Both of said notes and debts secured hereunder shall be pro-rated between the holders of the aforesaid notes according to their pro-rata share in the total indebtedness.

NOW, THEREFORE, in consideration of the premises and of the sum of One" (\$1.00) Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Arthur Lee Marple and Helen G. Marple, his wife, do hereby bargain and sell, give, grant, convey transfer, assign, release and confirm unto the said The Liberty Trust Company, Trustee, its successors or assigns, the following property, to-wit:

All that piece or parcel of land situated in the City of Cumberland, Allegany County, Maryland, and known as a part of Lot No. 18 of the Gephart Addition to Cumberland and also known as the Spring property and the same being more particularly described as follows:

BEGINNING at a point on North Centre Street, 4 feet from

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the property formerly known as F. M. Gramlich's Lot (said property subsequently swined by J seph Glick) and running thence Southwestward 40 feet and 6 inches, more or less, to Bow Sires and thence down Bow Sires to North Centre Street 60 feet, more or less, to a point as laid off in a plat of Gephant's Addition to the City Cimterland Maryland, then from that point parallel with North Centre Street 65 feet and 6 inches more or less, to distinct the within a feet of the F. M. Gramlich Lot. The allow it seet with the within a feet of the F. M. Gramlich Lot. The allow it seet within the feet of the F. M. Gramlich Lot. The allow it seet with the feet with the feet of the F. M. Gramlich Lot. The allow it seet with the feet of the F. M. Gramlich Lot. The allow it seet with the feet of the F. M. Gramlich Lot. The allow it seet with the feet of the F. M. Gramlich Lot. The allow it seet with the feet of the F. M. Gramlich Lot. The allow it seet with the feet of the F. M. Gramlich Lot. The allow it seet with the feet of the F. M. Gramlich Lot. The allow it seet with the feet of the F. M. Gramlich Lot. The allow it seet with the feet of the F. M. Gramlich Lot. The allow it seet with the feet of the F. M. Gramlich Lot. The allow it seet with the feet of the F. M. Gramlich Lot. The allow it seet with the feet of the F. M. Gramlich Lot. The allow it seet with the feet of the F. M. Gramlich Lot. The allow it seet with the feet of the feet of the F. M. Gramlich Lot. The allow it seet with the feet of the feet of the feet of the feet of the feet of the feet of the feet of the feet of the feet of the feet of the feet of the feet of the feet of the feet of the feet of the feet of the feet of the feet of the feet of the feet of the feet of the feet of the feet of the feet of the feet of the feet of the feet of the feet of the feet of the feet of the feet of the feet of the feet of the feet of the feet of the feet of the feet of the feet of the feet of the feet of the feet of the feet of the feet of the feet of the feet of the feet

It is also understood that the Spain in the second within the meter and bounds as described in the line. The Strine is to be left area and electronic all mindrances set and one of the policy or every

It is income grouping which was a new introduction of Manual Manual and Police and Police and Dompton of the morning. Manual and the deep dated From any 1 . 1 // not not not like and of the I and Recombs at Alice and Manual and .

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Over the administrators a section, to and shall for the state of the section of assign. It means that the same theorem and particle and particle and the same theorem and particle and particle and the same that the same that the same that the same that the same that the same that the same that the same that the same that the same that the same that the same that the same that the same that the same that the same that the same that the same that the same that the same that the same that the same that the same that the same that the same that the same that the same that the same that the same that the same that the same that the same that the same that the same that the same that the same that the same that the same that the same that the same that the same that the same that the same that the same that the same that the same that the same that the same that the same that the same that the same that the same that the same that the same that the same that the same that the same that the same that the same that the same that the same that the same that the same that the same that the same that the same that the same that the same that the same that the same that the same that the same that the same that the same that the same that the same that the same that the same that the same that the same that the same that the same that the same that the same that the same that the same that the same that the same that the same that the same that the same that the same that the same that the same that the same that the same that the same that the same that the same that the same that the same that the same that the same that the same that the same that the same that the same that the same that the same that the same that the same that the same that the same that the same that the same that the same that the same that the same that the same that the same that the same that the same that the same that the same that the same that the same that the same that the same that the same that the

IT IS AGREED, that it shall be deemed a default under this Mortrage if the said Mortgagors shall, except by reason of death, shall be own, transfer or dispose of the within described property without the written consent of the Mortgages.

and no longer, the Morigagora may retain tosacation of the morigaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the Morigage
debt and interest hereby intended to be secured, the said Mortgagors hereby covenant to pay the said Mortgage debt, the interest

thereon and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said Mortgage, the rents and profits of said property are hereby assigned to the Mortgagee as additional security, and the Mortgagors also consent to the immediate appointment of a receiver for the property described herein.

1

But in case of default being made in payment of the Mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this Mortgage, then the entire Mortgage debt intended to be hereby secured shall at once become due and payable provided that the Mortgagee shall give written notice of any default, by registered mail and make demand for tender of the indebtedness, and the Mortgagors shall have sixty days after the receipt of said notice, to make tender of said debt, and these presents are hereby declared to be made in Trust, and the said The Liberty Trust Company its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of time place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the Court, and the proceeds arising from such sale to apply first; To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the Mortgagee, and a commission of eight per cent, to the party selling or making said sale, and in case said property is advertised, under the power herein contained and no sale thereof made, that in that event the party so advertis ing shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this Mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said Mortgagors, their heirs, personal representatives or assigns.

AND the said Mortgagors do further covenant to insure forthwith, and pending the existence of this Mortgage, to keep insured in some insurance company or companies acceptable to the Mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, to the amount of at least Twenty Thousand

UBSR 309 PAGE 577 (\$20,000,00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the Mortgagee, its successors or autions. to the extent of its or their lien or claim hereunder. And to place such policy or policies forthwith in persession of the Ker makey or the Mort-area may effect and innumber and will be "And promises the promote with interest the state of the Paris ted it to save of such the growing at a far one and poversing thereing there has not not be find that the executed upcard one, admin's neighbor a security on a 'm'. TOTAL SECTION DESCRIPTION OF PARTY Stelen & margle Thomas & Keech THATS OF STREET AND C SITE COUNTY OF ALLEGARY I HE WAY TENTING . The on The 2 Land FEBRUARY s i recompositioni investores a victore Professio in la British Committee to the State of the Committee of Se hoe 100 Marie and Bolen G. Mareles a sec a an our or a resource absence of a transportage govern as The same of the second section of Figure for figure of The Little of Terms Jenyane, and Jensey, and non. Trust Of Hoor of The Illienty Trust Company, Trust Within games Formation, and mayor onto in discharge fater. Latthe consideration in said Morrence is the and Jose The statement in me" and he said Charles t. I for Fid - Wes. 1. 15 manner, make on he had be to the province; and would be a fire a on said corporation and daily asthorthed by it is made to attidaytt. IN WITNESS WHEREOF, I have here'd set my hand and a late. my Notarial Seal the day and year above written.

This Antique, Made this 29th day of Jenuary
in the year Nineteen Hundred and Fifty-five by and between

William E. Hidey and Jewel B. Hidey, his wife,

of Allegany County, in the State of Maryland
part iss of the first part, and Stanley C. Morris and Elizabeth J. Morris,
his wife,

of Allegany County, in the State of Maryland
parties of the second part, WITNESSETH:

whereas, the soid parties of the first part stand indebted
unto the soid parties of the second part in the full and just
sum of One thousand four hundrel and two dollars and seventy-six

unto the said parties of the second part in the full and just sum of One thousand four hundrel and two dollars and seventy-six cents (\$1402.76), which said sum the said parties of the first part do hereby agree to repay to the said parties of the second part in consecutive monthly installments of not less than Fifteen (\$15.00) Dollars, together with interest thereon at the rate of Five (5%) per cent. per annum, due and payable monthly, the first of which said installment payments to be due and payable on the 1st day of March, 1955.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

give, grant, bargain and seii, convey, reiease and confirm unto the said

do

parties of the second part, their heir and assigns, the following property, to-wit: The following described lots, pieces or parcels of ground:

lying and being in Mapleside, in the City of Cumberland, Allegany County, Maryland, and known as Lot Number 81 of the lots laid off by Gleason and McBride, as shown on a Plat in No. 2475 Equity, and more particularly described as follows:

LOT NO. 81: BEGINNING at a stake at the North East

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corner of New Hampshire Avenue (formerly Chestnut Street) which stands South 50 1/3 degrees Kast 16.7 feet from the beginning of the Hoffman tract and running thence with the East side of New Hampshire Avenue, South 26 3/8 degrees West 206.9 feet, then running at right angles with Oldtown Road (formerly Virginia Street) South 79 degrees 50 minutes East 96.4 feet, then running parallel with Oldtown Road, North 10 degrees 10 minutes East 178 feet to the given line of said Hoffman tract and with it North 52 1/3 degrees West 42.9 feet to the beginning.

SECOND: All that parcel of land-located on the Southerly sid: of Oldtown Road in the City of Cumberland, Allegany County, Maryland, and which is described and bounded as follows:

On the southerly side by the original line of Oldtown Road as defined in a deed to Helen Mary Mantheiy, et al. recorded in Liber 154, folio 482; on the easterly side by a line drawn in a northerly direction at right angles to the present Southerly line of Oldtown Road as now marked by the Southerly edge of the concrete sidewalk (constructed in 1938), from the end of the third line of the above mentioned deed to Helen Mary Mantheiy, et al.; on the Northerl prolongation of the Easterly side of New Hampshire Avenue and by a curved line drawn parallel and distant five feet Eastwardly from the back side of the concrete euro leading from the Southerly side of Cldtown Road to the Northerly side of New Hampshire Avenue.

BEING the same property which was conveyed to the said

BEING the same property which was conveyed to the said parties of the first part by the said parties of the second part by deed of even date herewith deed of even date herewith improvements thereon, and the rights, roads, ways,

waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

| Provided, that if the said parties of the first part, their |
|-----------------------------------------------------------------------------|
| heirs, executors, administrators or assigns, do and shall pay to the said |
| partics of the second part, their |
| executor , administrator or assigns, the aforesaid sum of One thousand four |
| hundred and two dollars and seventy-six cents (\$1402.76). |

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said_

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part

hereby covenant to pay when legally demandable.

1 .

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said...

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carries of the second part, thousand Harold E. Naughton heirs, executors, administrators and assigns, or heirs, executors, his, her or their duly constituted attorner or agent, are hereby sufficient and time thereafter, to sell the property hereby mortgaged or so much thereof, and to grant and convey the same to the purchaser or purchasers thereof, his or assigns; which sale shall be made in manner following to-wit: By givin or assigns; which sale shall be made in manner following to-wit: days' notice of the time, place, manner and terms of sale in some newspaper published berland, Maryland, which said sale shall be at public auction for each, and the proceed from such sale to apply first to the payment of all expenses incident to such ale incident taxes levied, and a commission of eight per cent. to the party selling or making and all to the payment of all moneys owing under this mortgage, whether the same shall have matured or not; and as to the balance, to pay it over to the said. parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns. parties of the first part End the said insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgages sor their assigns, the improvements on the hereby mortgaged land to the amount of at least ---Fourteen hundred------ Dollara and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgages, their heirs or assigns, to the extent their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagees, or the mortgageesmay effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.. THitness, the handsand seasof said mortgagor s. Elizabeth Philon William E. Hidey (SEAL) William E. Hidey (SEAL) Jewel, B. Hidey State of Maruland. Allegany County, to-wit: 3 hereby certify, That on this 21th day of January in the year nineteen Hundred and Fifty -five ___, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared William E. Hidey and Jewel B. Hidey, his wife, and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared.... Stanley C. Morris and Elizabeth J. Morris, his wife, the within named mortgagee, s and made eath in due form of law, that the consideration in said true and bona fide as therein set for forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Elzateth Philass

the X Legge City

| FILED AND RECORDED FEBRUARY 2" 1955 at | 12:50 P.M. |
|-----------------------------------------------------------------------------------------------------------------------------------------|--------------------|
| This Mortgage, Made this AST day of FEDRUARY | in the |
| year Nineteen Hundred and fifty - five by and between | |
| Ellis D. Bone and Maxie H. Bone, his wife, | |
| of Allegany County, in the State of Maryland, part 16 5 of inafter called mortgagors, and First Federal Savings and Loan Association of | Cumberland, a body |
| corporate, incorporated under the laws of the United States of America, of Alle | gany County, Mary- |
| land, party of the second part, hereinafter called mortgagee. | |
| | |

WITNESSETH:

The Thousand Three Hundred Fifty-five & 00/100 -(\$5355.00) Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of the per cent. per annum, in the manner following:

By the payment of Forty & 97/100 - - - - (\$40.97) - - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgages in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (8) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagoe, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot or parcel of ground situated on the easterly side of Wills Creek Avenue in the City of Cumberland, Allegany County, Maryland, which is more particularly described as follows, to-wit:

Beginning for the same at a point on the easterly side of Wills Creek Avenue, said point being the beginning of a lot deeded to Christina Zantopp, dated November 11, 1901, and recorded in Liber No. 91, folio 122, one of the Land Records of Allegany County, Maryland, said beginning point being also the beginning point in a deed to George W. Gommer (or Gormer) and wife from Frederick Seger and wife, dated October 18, 1906, and recorded in Liber No. 100, blio 156, one of the Land Records of Allegany County, Maryland, and running then with Wills Creek Avenue, South 26 3/4 degrees East 25 feet to a stake, then leaving said avenue North 64-1/4 degrees East 133 feet to a point on the sixth line of the property conveyed by Louis M. Wilson, Assignee to the Allegany Building, Loan and Savings Company of Cumberland, Maryland by deed dated November 30, 1935, which is recorded in Liber No. 180, folio 620, one of the Land Records of Allegany County, Maryland, then reversing part of said sixth line North 132 degrees East 312 feet,

and then South 642 degrees West 154 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of George P. Manley and M. Regina Manley, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgages may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgages or wherein the Mortgages is the Beneficiary and which is held by the Mortgages as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgages may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgage that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

But it is Egreed that until default be made in the premises, the said mortgagors, may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgages, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorised and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to wit: By giving at least twenty days' motice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Enothe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgage or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Five Thousand Three Hundred Fifty-five (\$5355.00 Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgages, its successors or assigns, to the extent of its lies or claim hereunder, and to place such policy or policies forthwith in possession of the mortgages, or the mortgages may effect said insurance and collect the premiums thereon with interest as part of the mortgages debt.

and the said mortgager, a additional security for the interest the interest and hereby secured, do hereby secured, and hereby secured, and profits are said to the interest and profits.

UBER 309 PAGE 583

the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 16th of each year tax recipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee recipts evidencing the payment of all lens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other, way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the fallure of the mortgagen sto keep the buildings on said property in good condition of repair, the mortgage may densand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor s to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns,

Withtess, the hand and seal of said mortgagors

| Attest: | 0 | |
|-------------|---------------|--------|
| 6 4/1 | Ellis D Bone | [SEAL] |
| Mary L Name | Maxie H. Bone | (SEAL) |
| | Maxie H. Bone | |

State of Maryland, Allegany County, to-wit:

PHI TAO

Ellis D. Bone and Maxie H. Bone, his wife,

the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and your aforesaid.

Notary Public

FILED AND RECORDED FEBRUARY 3" 1955 at 8:30 A.H. and. February, THIS MORTGAGE, Made this by and between Martin G. WILHELM and Rosemary C. WILHELM, his wife, Frostburg, Allegany County , in the State of Maryland, Mortgager 8 , and THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, Mortgages. WHEREAS, the said Mortgagor s are justly indebted unto the Mortgagoe in the full and just sum of Seven inundred and sixtyssix. - - - - - 50/00 1 766.50 scutive monthly installments of \$ 32.00 which is to be repaid in 24 consecutive date hereof at the office of the said Mortgages. NOW, THIS MORTGAGE WITHERSHITH, That in consideration of the per Mortgagor ^S do grant, assign and convey unto the said Mortgagoe, its successors and premises located in Frostburg, Allegany County, Maryland 124 Washington Street, Estella Griffith, widow, Jan. 2, 1946 and more fully described in a Deed from. recorded among Land Records of Allegany County, Maryland Liber 206 TOGETHER with the buildings and improvements thereupon, and the rights, alleys, ways, waters, privileges, appand advantages thereto belonging or in anywise appertaining. TO HAVE AND TO HOLD the said lot or parcel of ground with the improvements and appurtenances aforesaid unto the said THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, its successors and assigns, forever, provided that if the said Mortgagor S. their heirs, essecutors, administrators or assigns, do and shall pay or cause to be paid to the said Mortgage, its successors and assigns the aforesaid indebtedness, together with the interest thereon as and when the same shall become due and payable and, in the meantime, do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void. AND, it is agreed that until default be made in the premises the said Mortgagor 5 may retain possession of the mortgaged property upon paying in the meantime all taxes and assessments levied on said property, all of which taxes, mortgage debt and interest thereon said Mortgagor 5 hereby covenant to pay when legally demandable. AND, the said Mortgager 8 further covenant to keep the improvements on the said mortgaged property fully insured against loss by fire and other hazards as the said Mortgages may from time to time require, for the use of the Mortgages, in some company acceptable to the Mortgages to the extent of its lien thereon and to deliver the policy to the Mortgages. But in case of any default or violation of any covenant or condition of this mortgage, then the entire mortgage debt hereby secured shall at once become due and payable, and the Mortgages, its successors or assigns, or Albert A. Doub, its, his or their duly constituted attorney or agent, are hereby empowered, at any time thereafter, to sell said property, or so much thereof as may be necessary, and to convey the same to the purchaser, or his, her or their heirs or assigns; which sale shall be made as follows: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which sale shall be at public auction for each and the proceeds arising therefrom to apply: first, to the payment of all expenses incident to the sale, including taxes, and a commission of eight per cent (3%) to the party making said sale; secondly, to the payment of all monies owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay is over to the Mortgager 8. The IT heirs or assigns, and in case of advertisement but no sale, one-half of the above commission shall be paid by the Mortgagers.

WITNESS OUT hand and seal Martin & Wilhelm (SEAL) Martin G. Wilhelm ATTEST: Many ETVilhe M. Kack Rosemary E/ Wilhelm Ralph M. Race STATE OF MARYLAND, ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 2nd.

the subscribes a Neary Public of the State and County aforesaid, personally appeared.

The Mortgagor S. Samed in the aforegoing mortgage and, they acknowledged the aforegoing mortgage to be their act.

At the Same time also appeared ASCECEMENT STREET OF THE FIDELITY SAVINGS BANK OF PROSTBURG, ALLEGAMY COUNTY MARYLAND, and made eath in due form of law that the consideration set forth in said mortgage is true had been address these my hand and Notarial Seal.

Our Workship Public

Notary Public

1 -12

CS 1. 81 4 45 11.

February

55 before me,

Mily & fronte y Md

FILED AND ACCUADED FEBRUARY 3" 1955 at 8:50 A.M.

PURCHASE MONEY

This Murigage, Made this 2

day of January, , 1

, 19 55

by and between

of its stock.

CHARLES E. POWELL and LIZA N. POWELL, his wife,

of Allegany County, Maryland, partices of the first part, hereinafter called the "Mortgagor," and EQUITABLE SAVINGS AND LOAN SOCIETY OF FROSTBURG, MARYLAND, a corporation duly organised and existing under and by virtue of the laws of the State of Maryland, party of the second part, hereinafter called the "Mortgagee."

Oulbereas, the Mortgagor, being a member of said Society, has received therefrom a loan of --- THIRTY-FIVE HUNDRED --- -- -- DOLLARS (\$3500.00) being the balance of the purchase money for the property hereinafter described on his Twenty-six and 12/13ths --- -- (26-12/13) SHARES

Hnd Unbereas, the Mortgagor has agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of six per centum (6%) per annum, in the manner following:

By the payment of Thirty-four and 16/100 - - - - - - - - - - - - - - - - - DOLLARS (\$ 34.16), on or before the 24 th day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all outstanding taxes, assessments or other public charges of every nature and des-

ments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all outstanding taxes, assessments or other public charges of every nature and description, fire and extended coverage insurance premiums, and other charges affecting the hereinafter described premises, or to the payment of all sums advanced for the same, together with interest as hereinafter provided; and (8) to the payment of the aforesaid principal sum.

End Unbereas, it was a condition precedent to said loan that the repayment thereof, together with the interest, advances and charges aforesaid, and the performance of the covenants and conditions hereinafter mentioned, should be secured by the execution of this Mortgage:

How Therefore, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of One Dollar (\$1.00) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby give, grant, bargain and sell, convey, release, confirm and assign unto the Mortgagee, its successors and assigns, the following property, to wit:

ALL that lot or parcel of ground lying in Allegany County, Maryland, it being part of Lot No. 7 of Frosts's Fourth Addition to the Town of Frostburg, described as follows:

BEGINNING for the property now intended to be conveyed at an iron peg onthe east side of Broadway at the end of the first line of Lot Number Six of said Addition, and running thence with part of the first line of said Lot Number Seven, and with the east side of Broadway, North 49 degrees East 39.4 feet to the south side of an alley 3.9 feet wide; thence with the south side of said alley and parallel with the second line of the whols lot, south 41 degrees East 205 feet to an iron peg on the west side of Taylor Street; thence with the said street, South 49 degrees West 39.4 feet to the division line between said Lot Number Six and said Lot Number Seven, and with said division line, North 41 degrees West 205 feet to the beginning.

IT being the same property which was conveyed by Earl E. Manges, et al.

Trustees, to Gibber E. Powell et us by deed dated Jon 16 18 1855.

and to be recorded among the Land Records of Allegany County, Maryland, prior to the recordation of this mortgage which is given to secure part of the purchase price of the property therein described and conveyed.

Together with the buildings and improvements thereon, and the rights, reads, ways, waters, privileges and appurtenances thereto belonging or in anywise appertaining, including all lighting, heating, gas and plumbing apparatus and fixtures attached to or used on and about said premises, it being agreed that for the purposes of this mortgage the same shall be deemed permanent fixtures, and all rents, issues and profits accruing from the premises hereby mortgaged.

To Bave and to Bold the said lot of ground and improvements thereon to the use of the Mortgagee, its successors and assigns, in fee simple.

Provided, that if the Mortgagor, his heirs, personal representatives and assigns, shall make or cause to be made the payments herein provided for as and when the same shall become due and payable, and in the meantime shall perform and comply with the covenants and conditions herein mentioned on his part to be made and done, then this Mortgage shall be void.

Rind the Mortgagor hereby covenants and agrees with the Mortgages, its successors and assigns, to pay and perform as above set forth, and in addition thereto to pay unto the Mortgages, its successors and assigns, during the continuance of this Mortgage, the sum of - Dell'ylly if he is to be posted to DOLLARS

(\$) per month upon the same day of each month hereafter, and beginning on the same date as hereinbefore provided for principal and interest payments, said additional payments to constitute a special fund to be used by the Mortgages, its successors and assigns, in payment of state, county and city taxes, and insurance premiums, when legally due or demandable, and any surplus remaining after the payment of said charges may, at the option of the Mortgages, be credited as a payment on account of the principal mortgage debt; and the Mortgagor further agrees that should said special fund at any time be insufficient, by reason of an increase in the assessment of said property or an increase in the tax rates, or from any other cause, to pay said charges, that he, his heirs, personal representatives or assigns, will on demand pay said deficiency; the Mortgagor further agrees to pay, when legally due, all other assessments, public dues and charges levied or assessed, or to be levied or assessed on said property hereby mortgaged, or on the mortgage debt or interest herein covenanted to be paid. In the event of the foreclosure of this Mortgage and the sale of the mortgaged premises as hereinafter provided, any balance in this special fund may, at the option of the Mortgage, be applied to the reduction of the indebtedness hereby ascured at the time of the commencement of such foreclosure proceedings. closure proceedings.

It is further understood and agreed that if the Mortgagor fails to pay to the Mortgagoe, its successors and assigns, during the continuance of this Mortgago, the said monthly payments for the establishment of a special fund for the payment of state, county and city taxes, and insurance premiums, or any deficiency in said account as hereinbefore mentioned, the Mortgagoe, its successors and assigns, may, at its option, pay the said taxes and insurance premiums without waiving or affecting its right to foreclose said mortgage or any other of its rights hereunder, and every payment so made by the Mortgagoe shall bear interest from the date of said payment at the rate of six per centum (6%) per annum and shall become a part of the indebtedness hereby secured.

THE MORTGAGOR also covenants and agrees to keep the improvements on said property in good repair and not to permit or suffer any waste thereon, and to insure and keep insured said improvements against fire, windstorm and such other hazards, as may be required by the Mortgages, or its assigns, in such company or companies approved by, and in amounts required by the Mortgages, its successors and assigns, and to cause the policies therefor to be so framed as to inure to the benefit of the Mortgages, its successors and assigns, to the extent of its or their claim hereunder, and to deliver said policies to the Mortgages, its successors and assigns.

And the Mortgagor does further covenant and agree:

- (a) That if the premises covered hereby, or any part thereof, shall be damaged by fire or other hazard against which insurance is held as hereinbefore provided, the amounts payable by any insurance company pursuant to the contract of insurance shall, to the extent of the indebtedness then remaining unpaid, be paid to the Mortgagee, and, at its option, may be applied to the mortgage debt or released for the repairing or re-building of the premises.
- (b) That upon a default in any of the covenants of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt.
- (c) That it shall be deemed a default under this mortgage if he shall sell, cease to own transfer, or dispose of the within described property without the written consent of
- (d) That he specially warrants the property herein mortgaged, and that he will execute
- (e) That he will pay a "late charge" of twenty-five cents or two cents for each dollar of each payment due, whichever is larger, for each payment more than five days in ar-

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rears, to cover the extra expense involved in handling delinquent payments.

And it is Agreed that until default be made in the premises, the Mortgagor, his helrs, personal representatives or assigns, may hold and possess the aforesaid property.

And in case of any default being made in any of the payments, covenants or conditions of this Mortgage, the whole mortgage debt then due and owing, together with accrued interest thereon, shall, at the option of the Mortgagee, its successors and assigns, at once become due and payable; the waiver of any default and the failure to exercise the option to demand the whole balance of the mortgage debt shall not operate as or constitute a waiver of the right to make such demand upon any default thereafter; and it shall thereupon be lawful for the Equitable Savings and Loan Society of Frostburg, Maryland, its successors and assigns, or W. Earle Cobey, its, his, her or their duly constituted agent and attorney, at any time after such default, to sell the property hereby mortgaged, or so much thereof as may be necessary to satisfy and pay the indebtedness hereby secured and all costs incurred in the making of such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her, or their heirs and assigns, which sald sale shall be made in the manner following, to wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction, and if said property be not sold, it may be sold afterwards, either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling; and the proceeds arising from said sale shall be applied, first, to the payment of all costs and expenses incident to said sale and distribution of the proceeds thereof, including taxes, water rents, and all public charges due and owing, and a commission of eight per cent (8%) to the party selling or making said sale; secondly, to the payment of all claims of said Mortgagee, its successors and assigns, owing under this mortgage, whether the same shall have matured or not, including all advances together with interest thereon as herein provided; and the balance (if any there be) shall be paid to the Mortgagor, his personal representatives, helrs or assigns, or to whomever may be entitled to the same. In case of advertisement under the above power but no sale, all expenses incident thereto and one-half of the above commission shall be allowed and paid to the person or persons advertising the same by the Mortgagor.

The covenants herein contained shall bind, and the benefits and advantages shall lnure to the respective heirs, personal representatives, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS as to all:

Charles E. Powell (SEAL)

LIZAN, POWELL

State of Maryland, Allegany County, to-wit:

| I hereby certify, That the subscriber a National Portion of the subscriber a National Portions of the subscriber and the subscriber and the subscriber and the subscriber and the subscriber and the subscriber and the subscriber and the subscriber and the subscriber and the subscriber and the subscriber and the subscriber and the subscriber and the subscriber and the subscriber and the subscriber and the subscriber and the subscriber and the subscriber and the subscriber and the subscriber and the subscriber and the subscriber and the subscriber and the subscriber and the subscriber and the subscriber and the subscriber and the subscriber and the subscriber and the subscriber and the subscriber and the subscriber and the subscriber and the subscriber and the subscriber and the subscriber and the subscriber and the subscriber and the subscriber and the subscriber and the subscriber and the subscriber and the subscriber and the subscriber and the subscriber and the subscriber and the subscriber and the subscriber and the subscriber and the subscriber and the subscriber and the subscriber and the subscriber and the subscriber and the subscriber and the subscriber and the subscriber and the subscriber and the subscriber and the subscriber and the subscriber and the subscriber and the subscriber and the subscriber and the subscriber and the subscriber and the subscriber and the subscriber and the subscriber and the subscriber and the subscriber and the subscriber and the subscriber and the subscriber and the subscriber and the subscriber and the subscriber and the subscriber and the subscriber and the subscriber and the subscriber and the subscriber and the subscriber and the subscriber and the subscriber and the subscriber and the subscriber and the subscriber and the subscriber and the subscriber and the subscriber and the subscriber and the subscriber and the subscriber and the subscriber and the subscriber and the subscriber and the subscriber and the subscriber and the subscriber and the subscriber and the subscr | on this 24" | day of January , 1955 |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | | laryland, in and for the County aforesald, |
| posterior appeared | Tower and Liza | A. Powell, his wife, |
| | | rument of writing to be their |
| tespective | act and do | ed; and at the same time and place before |
| Frostburg, Maryland, the Mortgagee the in the aforegoing mortgage is true and | erein, and made oath in
bona fide as herein set | the Equitable Savings and Loan Society of the Equitable Savings and Loan Society of the due form of law that the consideration forth, and further made oath in due form and duly authorized by it to make such |
| affidavit. | are or the storegages a | and duly authorized by it to make such |

Witness my hand and Notarial Seal.



En A Saga lety 2 to 100 309 no 588

This Mortgage, Made this 2ND day of FEBRUARY in the

year Nineteen Hundred and fifty -f1ve by and between

Robert Burkett and Gladys W. Burkett, his wife,

of Allegany County, in the State of Maryland, partiaged the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgages.

WITNESSETH:

Unbereas, the said mortgages has this day loaned to the said mortgagors, the sum of Eight Thousand & 00/100 - - - - (\$8000.00) - - - - Dollars,

which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 per cent. per annum, in the manner following:

By the payment of Eighty & 00/100 - - - - (\$80.00) - - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month and the said installment payment may be applied by the mortgages in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (5) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Flow Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagurs do give, grant bargain and sell, convey, release and confirm unto the said mortgague, its successors or assigns, in fee simple, all the following described property, to-wit:

Part of Lot No. 29 as shown on the map of Edgewood Park
Addition to Cumberland, Maryland, and recorded in Plat Box No. 106,
which said Lot No. 29 is more particularly described as follows,
to-wit:

Beginning for the same at the intersection of the northerly side of Elmwood Lane with the easterly side of Piedmont Avenue and running then with the easterly side of Piedmont Avenue North 25 degrees 42 minutes Tast 75 feet; then South 64 degrees 18 minutes East 40 feet; then South 25 degrees 42 minutes West 75 feet to the northerly side of Elmwood Lane; and with the northerly side of Elmwood Lane North 64 degrees 18 minutes West 40 feet to the place of beginning.

Development Company, Inc., a corporation, unto the said Rebert Burkett and Gladys W. Burkett, his wife, by doed dated November 2, 1939, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 185, folio 81.

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"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Cogether with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

to bave and to bold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagers, theirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on the interest to be performed, then this mortgage shall be void.

End it is Egreed that until default be made in the premises, the said mortgagor s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor s hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Enothe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Eight Thousand & 00/100 - - - (\$8000.00) - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

End the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax recipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee recipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the

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mortgagors to been the buildings on said property in good condition of repair, the muricipal may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repair of the debt hereby secured and the failure of the mortgagors to comply with aid demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation—other than the mortgagors, by voluntary or involuntary grant—or assignment—or in any other manner, whout the mortgagee's written consent, and assigns, without the mortgages written consent, then the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the aforegoing covenants or conditions for thirty consecutive days.

Hitress, the hand and seal of said mortgagors

| Attest: | 114114 | |
|-------------|------------------------|----|
| 1/1 | Robert Burkett [SEA | L |
| Those & Nam | Gladys W. Burkett [SEA | |
| 9 | Elley But to [SEA | L) |

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this... 2ND in the year nineteen Hundred and Fifty-fixe , before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Robert Burkett and Gladys W. Burkett, his wife,

the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgages and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgages.

SWITSESS my hand and Notarial Seal the day and year aforesaid.

Megel Tingle City

| in the y | vear Nineteen Hundred an | d Fifty -Five | | , by and between |
|----------|--------------------------|---------------------|--------------|------------------|
| | Lazarus, | Incorporated, a con | rporation, | |
| of | Allegany | County, in t | the State of | Maryland |
| part_y_ | of the first part, and | | | |
| | | | | |
| | M. Agnes Dyche | and William B. Dych | ne, her hus | sband, |
| of | Allegany | County, in t | he State of | Maryland |
| | sof the second part, V | IIIIIIII | | • |

unto the said M. Agnes Dyche and William B. Dyche, her husband, in the full and just sum of Eight Thousand (\$8,000.00) Dollars, which said sum together with interest thereon at the rate of five (5%) per centum per annum, payable semi-annually, the party of the first part agrees to pay when and as the same becomes due and payable. The aforesaid principal sum shall be paid at the rate of not less than One Thousand (\$1,000.00) Dollars annually accounting from the date of this mortgage, with the right and privilege in and to the party of the first part to anticipate the payment of any amount or amounts on account of said principal sum at any interest payment period.

This is a purchase money mortgage given to secure in part the purchase money for the property hereinafter described.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the sald indebtedness at the maturity thereof, together with the interest thereon, the said______

Lazarus, Incorporated, a corporation,
do es give, grant, bargain and sell, convey, release and confirm unto the said

M. Agnes Dyche and William B. Dyche, her husband, heirs and assigns, the following property, to-wit:

All that lot or parcel of ground located on the East side of South Mechanic Street, in the City of Cumberland, Allegany County, Maryland, and particularly described as follows:

BEGINNING at the end of twenty-six feet from the Northwest corner of a brick house belonging to John G. Hoffman (as of May 17, 1941), and running thence with Mechanic Street, North 28 degrees West 18 feet, thence North 64 degrees East 34 feet, thence North 70

degrees East to the center of the Mill Race, thence in a Southwardly course with the center of the said Race until it intersects the second of two lines drawn from the aforesaid place of beginning, which is at the end of 26 feet from the Northwest corner of said house, North 64 degrees East 34 feet, North 70 degrees East to the center of said Mill Race, and thence with said lines reversed to the place of beginning. The same being Nos. 14 and 16 South Mechanic Street.

BEING the same property conveyed to Lazarus, Incorporated, a corporation, by M. Agnes Dyche and William B. Dyche, her husband, by deed of even date herewith and to be recorded among the Land Records of Allegany County, Maryland, at the time of recordation of this mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

provided, that if the said party of the first part, its

successors interpermental manufacturists or assigns, do and shall pay to the said

M. Agnes Dyche and William B. Dyche, her husband, their

executor, administrator or assigns, the aforesaid sum of

Eight Thousand (\$8,000.00) Dollars

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on its part to be performed, then this mortgage shall be void.

Bind it is Elerced that until default be made in the premises, the said

| party of the first part |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said party of the first part |
| hereby covenants to pay when legally demandable. But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, |

and these presents are hereby declared to be made in trust, and the said

M. Agnes Dyche and William B. Dyche, her husband

heirs, executors, administrators and assigns, or Harold M. Maughton
his, her or their duly constituted attorney or agent, are hereby authorised and empowered, at any
time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary,
and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs
or assigns; which sale shall be made in manner following to-wit: By giving at least twenty
days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the processes arising
from such sale to apply first to the payment of all expenses incident to such sale, including all
taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly,
to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said.

party of the first part, its successors heteror assigns, and in case of advertisement under the above power but no sale, one-half of the above commission

UBSR 309 PAGE 593

| shall be allowed and paid by the mortgagor 105 representatives, heirs or assigns. |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| End the said party of the first part |
| further covenants to |
| insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance |
| Company or companies acceptable to the mortgages or their |
| assigns, the improvements on the hereby mortgaged land to the amount of at least |
| Eight Thousand (\$8,000,00) Dollars, |
| and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, |
| to inure to the benefit of the mortgagees their heirs or assigns, to the extent |
| oftheir lien or claim hereunder, and to place such policy or |
| policies forthwith in possession of the mortgagee 3, or the mortgageesmay effect said insurance |
| and collect the premiums thereon with interest as part of the mortgage debt |
| III itaneng maakakakakakakakakakakakakakakakakakaka |
| Attest: IN WITNESS WHEREOF, Lazarus, Incorporated, a corporation, has caused this deed to be signed by its president and its corporate seal to be hereunto annexed, duly attested by SFAL; its secretary, the day and year first above written. |
| [SEAL] |
| By Tan Caracus [SEAL] Secretary. By Tan Caracus [SEAL] |
| State of Maryland,
Allegany County, to-wit: |
| I hereby certify, That on this day of February, |
| in the year nineteen Hundred and Fifty -Five , before me, the subscriber. |
| a Notary Public of the State of Maryland, in and for said County, personally appeared |
| Marcus L. Lazarus, Sr., President of Lazarus, Incorporated, a corporation, |
| and he acknowledged the aforegoing mortgage to be the act and deed of said |
| act and deed; and at the same time before me also personally appeared |
| M. Agnes Dyche and William B. Dyche, her husband, |
| the within named mortgages and made oath in due form of law, that the consideration in said |
| mortgage is true and bona fide as therein set for forth. |
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| WITNESS my hand and Notarial Seal the day and year aforesaid. |
| U_LIC/:/ |
| Dona Rita Lewser Public. |
| Supplement V. |

FILED AND RECORDED FEHRUARY 4" 1955 at 9:30 A.M.

THIS MORTGAGE, Made this 2 day of Pebruary, 1955, by and between Mary E. Henderson, unmarried, of the first part, sometimes hereinafter called the Mortgagor, and The Liberty Trust Company of Cumberland, Maryland, a corporation, duly incorporated under the Laws of Maryland, Trustee for Bess R. Buchanan U/T/A dated July 11, 1949, of the second part, sometimes hereinafter called the Mortgagee, WITNESSETH:

MHEREAS, the said Mortgagor stands indebted unto the Mortgagee in the full and just sum of Ten Hundred Fifty (\$1050.00) Dollars, as is evidenced by a promissory note of even date and tenor herewith, which note is payable one year from the date hereof and bears an interest rate of Six per centum (6%) per annum, said interest being payable in quarterly installments as it accrues at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30 and December 31 of each year, the first pro-rata quarterly interest on said note to be payable on the 31st day of March, 1955.

NOW, THEREFORE, in consideration of the premises, and of the sum of One (\$1.00) Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Mary E. Henderson, unmarried, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, Trustee for Bess R. Buchanan U/T/A dated July 11, 1949, its successors or assigns, the following property, to-wit:

All that lot or parcel of land known and designated as Lot No. 3, Block No. 9 in Potomac Park Addition, situated on or near River Road (now called McMullen Boulevard) three miles Westward of the City of Cumberland, in Allegany County, Maryland, which said lot hereby intended to be conveyed is more particularly described as follows, to-wit:

EEGINNING at a point on the Northerly side of Avenue D, at the end of the first line of Lot No. 2, and running thence with said Avenue D by a curve to the left of 4 degrees O7 minutes 29 seconds for a chord distance of 45 feet, thence with part of the radius of said curve, North 21 degrees O3 minutes O6 seconds West 120 feet to a 20-foot alley, and with it, by a curve to the right of 4 degrees 30 minutes 54 seconds for a chord distance of 41.1 feet to the end of the second line of said Lot No. 2, and thence reversing said second line, South 19 degrees 11 minutes 44 seconds East 120 feet to the place of beginning.



It being the same property which was conveyed unto the said Mortgagor by The Cumberland Industrial Corporation, et al, by deed dated the 17th day of May, 1939, and recorded in Liber No. 183, folio 635, one of the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the above described property unto the said Mortgagee, its successors and assigns, in fee simple, forever.

PROVIDED, that if the said Mortgagor, her heirs, executors, administrators or assigns, does and shall pay to the said Mortgagee, its successors or assigns, the aforesaid sum of Ten Hundred Fifty (\$1050.00) Dollars, together with the interest thereon when and as the same becomes due and payble, and in the meantime does and shall perform all the covenants herein on her part to be performed, then this Mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this Mortgage if the said Mortgagor, shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the Mortgagee.

and no longer, the Mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the
Mortgage debt and interest hereby intended to be secured, the
said Mortgagor hereby covenants to pay the said Mortgage debt,
the interest thereon and all public charges and assessments when
legally demandable; and it is further agreed that in case of
default in said Mortgage, the rents and profits of said property
are hereby assigned to the Mortgagee as additional security, and
the Mortgagor also consents to the immediate appointment of a
receiver for the property described herein.

But in case of default being made in payment of the Mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this Mortgage, then the entire Mortgage debt intended to be hereby secured shall at once become due and payable provided that the Mortgagee shall give written notice of any default, by registered mail and make demand for tender of the indebtedness, and the Mortgagor shall have sixty days after the receipt of said notice, to make tender of said debt, and these presents are hereby declared to be

ade in trust, and the said The Liberty Trust Company, its successors, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any. time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be eash on the day of sale or upon the ratification thereof by the Court, and the proceeds arising from such sale to apply first; To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the Mortgagee, and a commission of eight per cent, to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this Mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said Mortgagor, her heirs, personal representatives or assigns.

AND the said Mortgagor does further covenant to insure forthwith, and pending the existence of this Mortgage, to keep insured in some insurance company or companies acceptable to the Mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, to the amount of at least Ten Hundred Fifty (\$1050.00) Dollars, and to cause the policy or policies issued therefore to be so framed or endorsed, as in the case of fire, to inure to the benefit of the Mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee, or the Mortgagee may effect said insurance and collect the premiums thereon with interest as part of the Mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties hereto.

WITNESS the hand and seal of the said Mortgagor the day and year above written.

UBER 309 MG 597

WITNESS:

Mary E. Handuson (SEAL)

Guargan Lunch

STATE OF MARYLAND

TO WIT:

COUNTY OF ALLEGANY

I HEREBY CERTIFY, That on this 2 day of Pebruary, 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Allegany, personally appeared Mary E. Henderson, unmarried, and she acknowledged the aforegoing Mortgage to be her act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of the Liberty Trust Company, and John J. Robinson, Trust Officer of The Liberty Trust Company, Trustee, the within named Mortgagee, and made oath in due form of law that the consideration in said Mortgage is true and bona fide as therein set forth; and the said Charles A. Piper, did further, in like manner, make oath that he is the President and agent or attorney for said corporation and duly authorized by it to make this affidavit.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my Notarial Seal the day and year above written.

Rance M Sorly

FILED AND ACCORDED FEBRUARY 4" 1955 at 9:40 A.M. 19 26 This Mortnune, Made this. in the year Nineteen Hundred and Fifty-five Paul L. Hansell and Mary L. Hansell, his wife, THE RESIDENCE OF PERSONS ASSESSMENT OF PERSONS ASSESSMENT OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON Allegany County, in the State of Maryland part les of the first part, and C. Glenn Watson Allegany County, in the State of Maryland of the second part, WITNESSETH: Mbercas, the Parties of the First Part are justly and bona fidely indebted unto the Party of the Second Part in the full and just sum of Two Thousand Three Hundred (\$2,300.00) Dollars, and which said principal sum or any balance thereof shall bear interest at the rate of six per cent (6%) per annum, and which said principal sum and interest shall be repaid in equal monthly installments of Sixty-five (\$65.00) Dollars, the first of which said monthly payments shall be paid one month from the date hereof and monthly thereafter on the same day of each succeeding month until the aforesaid principal sum and interest shall have been fully paid; with the right reserved unto the Parties of the First Part to prepay amy or all of said principal sum and interest at any time prior to its maturity. to the matter of this learning to Things Record by the Could be the How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Paul L. Hensell and Mary L. Hansell, his wife, C. Glenn Watson, his sety, to-with many to provide the time to the health PARCEL NO. ONE: ALL those two lots or parcels of ground situate on the east side of Homer Street, in the City of Cumberland, Allegany County, Maryland, known and designated as Lots Nos. 46 and 47 in an Addition called "Wilsonia." THE AFORESAID PROPERTY is the same property conveyed by deed dated the 27th day of November, 1950, from Ressie J. NeDonald and Buford J. McDonald, her husband, to Paul L. Hansell and Mary L. Hensell, his wife, and which said deed is recorded in Liber No. 232, folio 100, one of the Land Records of Allegany County, Maryland.

PARCEL NO. TWO: ALL that lot, piece, or parcel of land situate on the east side of Homer Street, in the City of Cumberland, Allegany County, and State of Maryland, being in Election District 4 and

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known and designated as a part of Lot No. 45, in an Addition called "Wilsonia," and which said parcel of land is more particularly described as follows:

BEGINNING for said parcel of land at the end of the first line and the beginning of the second line of the whole parcel of which this is a part, said point of beginning being the end of the division line between Lots 45 and 46 of the aforesaid addition; and running thence with said division line between Lots Nos. 45 and 46 and with the second line of the whole parcel of which this is a part, South 76 degrees 25 minutes East 100 feet to Bird Alley, being an alley 15 feet wide; thence with said alley and a part of the second line of the whole parcel of which this is a part, North 13 degrees 35 minutes East 10 feet to a stake; thence constructing a new line over and across said Lot No. 45, North 76 degrees 25 minutes West 100 feet to a stake standing in the first line of the whole parcel; thence with the remainder of said first line, South 13 degrees 35 minutes West 10 feet to the point of beginning.

THE AFORESAID PROPERTY is the same property conveyed by deed of even date herewith, from Lloyd C. Garlitz, et al, Trustees in office for The Homer Street Apostolic Church in Jesus to said Paul L. Hansell and Mary Louise Hansell, his wife, and which said deed is to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recordation of this mortgage; a specific reference to the aforesaid two deeds is hereby made for a full and more particular description of the land hereby conveyed by way of mortgage.

| Cogciner with the buildings and improvements thereon, and the rights, roads, wa |
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| waters, privileges and appurtenances thereunto belonging or in anywise appertaining. |
| provided, that if the said Paul L. Hansell and Mary L. Hansell, h |
| wife, their heirs, executors, administrators or assigns, do and shall pay to the sa |
| C. Glenn Watson, his |
| executors , administrators or assigns, the aforesaid sum of |
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| together with the interest thereon, as and when the same shall become due and payable, and |
| the meantime do and shall perform all the covenants herein on their part to |
| performed, then this mortgage shall be void. |
| And it is Agreed that until default be made in the premises, the said |
| |
| Paul L. Hansell and Mary L. Hansell, his wife, |
| may hold and possess the aforesaid property, upon paying |
| the meantime, all taxes, assessments and public liens levied on said property, all which taxes |
| mortgage debt and interest thereon, the said |
| Paul L. Hansell and Mary L. Hansell, his wife, |
| hereby covenant to pay when legally demandable. |
| But in case of default being made in payment of the mortgage debt aforesaid, or of the iterest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage then the entire mortgage debt intended to be hereby secured shall at once become due and payab |
| and these presents are hereby declared to be made in trust, and the said |
| C. Glenn Watson, his |
| heirs, executors, administrators and assigns, or Earl E. Mangas |
| his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at an time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessar and to grant and convey the same to the purchaser or purchasers thereof, his, her or their help |

or assigns; which sale shall be made in manner following to-wit: By giving at least twenty deprinctice of the time, place, manner and terms of sale in some newspaper published in Experience. Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly,

matured or not; and as to the balance, to pay it over to the said____

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| policies forthwith in possession of the mortgages , or the mor | denges may effect said insumnes |
| and collect the premiums thereon with interest as part of the t | noztgage debt |
| Witness, the hundred seg of said mortgager \$2 | |
| | |
| Attest: | 41 00 |
| Eal E. Margle Mary L. | Vancell (SFAL) |
| Eal E. Marale Marsh of | harll mount |
| Hary L. Har | sell [SEAL] |
| State of Margland, | but years a reason |
| Allerman and the second | ESTABLISHED TO THE PROPERTY. |
| Aurgany County, to mit: | STATE OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY |
| I hereby certify. That on this 19 2 | day of January |
| in the year nineteen Hundred and Fifty five | before me, the subscriber. |
| a Notary Public of the State of Maryland, in and for said Co | mty, personally appeared |
| Paul L. Hansell and Mary L. Hansell, his | |
| and such acknowledged the aforegoing mortgage to be | his and her respective |
| act and deed; and at the same time before me also personally a | named |
| C. Glenn Watson, | SELL OF WHILE SELECTION |
| the within named mortgagee, and made oath in due form of h | |
| | aw, mat the consideration in said |
| moreuse is true and bona fide as therein set for forth. | |
| KIME. | |
| WINESS my hand and Notarial Seal the day and year at | NAME OF THE PERSON |
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| Sals | Commercial, Services and Assessment |
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LIBER 309 PAGE 600

| C. Glenn Watson, his | heirs or assigns, and |
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| in case of advertisement under the above power but no sale, one-hal | f of the above commission |
| 1 44 4 44 44 4 4 4 4 4 4 4 4 4 4 4 4 4 | sentatives, heirs or assigns. |
| | |
| End the said Paul L. Hansell and Mary L. Hans | sell, his wife, |
| | further covenant to |
| insure forthwith, and pending the existence of this mortgage, to keep | |
| | maured by some maurance |
| Company or companies acceptable to the mortgagee or his | |
| assigns, the improvements on the hereby mortgaged land to the amount | nt of at least |
| the regularity to market district | Dollars, |
| and to cause the policy or policies issued therefor to be so framed or | endorsed, as in case of fires. |
| to inure to the benefit of the mortgagee , him he | |
| | |
| of his ZXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX | and to place such policy or |
| policies forthwith in possession of the mortgagee , or the mortgagee | may effect said insurance |
| and collect the premiums thereon with interest as part of the mortgag | ge debt |
| Hitness, the handsand seel of said mortgager s: | All and the second |
| | |
| Attest: | THE PLANT OF STREET |
| Eal E Marrel Jaul & Dan | sell [SEAL] |
| Eal E Margle Mary & Nange | [SEAL] |
| East & Margle Mary & Nange | (SEAL) |
| Allegany County, to-wit: | |
| 7 hands 400 100 100 100 100 100 100 100 100 100 | CONTRACTOR CONTRACTOR |
| I hereby certify. That on this 19 do | ay of January |
| in the year nineteen Hundred and Fifty-five | |
| | , before me, the subscriber, |
| a Notary Public of the State of Maryland, in and for said County, p | |
| Paul L. Hansell and Mary L. Hansell, his wife | |
| | March Lill |
| and each acknowledged the aforegoing mortgage to be his | and her respective |
| act and deed; and at the same time before me also personally appeare | |
| C. Glenn Watson, | \$35.00 Sec. 10 (20 m) |
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| the within named mortgagee, and made oath in due form of law, tha | it the consideration in said |
| more sage is true and bona fide as therein set for forth. | A STATE OF THE REAL PROPERTY. |
| A STATE OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE | |
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